

<i>SERFF Tracking Number:</i>	<i>CNNA-125518478</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>The Cincinnati Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>CPRO-08-6009-AR</i>		
<i>TOI:</i>	<i>17.0 Other Liability - Claims Made/Occurrence</i>	<i>Sub-TOI:</i>	<i>17.0000 Other Liability Sub-TOI Combinations</i>
<i>Product Name:</i>	<i>CPRO-08-6009-AR</i>		
<i>Project Name/Number:</i>	<i>/</i>		

Filing at a Glance

Company: The Cincinnati Insurance Company

Product Name: CPRO-08-6009-AR

SERFF Tr Num: CNNA-125518478 State: Arkansas

TOI: 17.0 Other Liability - Claims

SERFF Status: Closed

State Tr Num: EFT \$50

Made/Occurrence

Sub-TOI: 17.0000 Other Liability Sub-TOI

Co Tr Num: CPRO-08-6009-AR

State Status: Fees verified and received

Combinations

Filing Type: Form

Co Status:

Reviewer(s): Betty Montesi, Edith Roberts, Brittany Yielding

Author: Sharon Grubbs

Disposition Date: 03/19/2008

Date Submitted: 03/03/2008

Disposition Status: Approved

Effective Date Requested (New): 09/01/2008

Effective Date (New):

Effective Date Requested (Renewal):

Effective Date (Renewal):

State Filing Description:

General Information

Project Name:

Status of Filing in Domicile: Pending

Project Number:

Domicile Status Comments:

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 03/19/2008

State Status Changed: 03/19/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

At this time, we wish to file form(s) per the attached memorandum.

Final copies are attached for your review.

The corresponding rule(s) filing is being submitted under separate transmittal

CPRO-08-6007-AR.

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<i>Company Tracking Number:</i>	<i>CPRO-08-6009-AR</i>		
<i>TOI:</i>	<i>17.0 Other Liability - Claims Made/Occurrence</i>	<i>Sub-TOI:</i>	<i>17.0000 Other Liability Sub-TOI Combinations</i>
<i>Product Name:</i>	<i>CPRO-08-6009-AR</i>		
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Filing fees will be sent through the Electronic Filing Fee System as a (EFT) filing.

Please be advised that we work on a 90-days-in-advance schedule. As a result, we would appreciate your approval by June 1, 2008, for the software to be mailed to our agents on July 1, 2008, for the effective date of September 1, 2008.

Your approval is respectfully requested for use on policies effective on or after September 1, 2008.

Company and Contact

Filing Contact Information

Sharon Grubbs, Senior Filings Analyst
6200 S. Gilmore Road
Fairfield, OH 45014

sharon_grubbs@cinfin.com
(513) 870-2091 [Phone]

Filing Company Information

The Cincinnati Insurance Company
6200 S. Gilmore Road
Fairfield, OH 45014
(513) 870-2000 ext. [Phone]

CoCode: 10677
Group Code: 244
Group Name:
FEIN Number: 31-0542366

State of Domicile: Ohio
Company Type:
State ID Number:

Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	Yes
Fee Explanation:	
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
The Cincinnati Insurance Company	\$50.00	03/03/2008	18271354

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	03/19/2008	03/19/2008

SERFF Tracking Number: *CNNA-125518478* *State:* *Arkansas*
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Company Tracking Number: *CPRO-08-6009-AR*
TOI: *17.0 Other Liability - Claims Made/Occurrence* *Sub-TOI:* *17.0000 Other Liability Sub-TOI Combinations*
Product Name: *CPRO-08-6009-AR*
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Disposition

Disposition Date: 03/19/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment: Form PA 505E 0807 approved contingent upon compliance with Order AID 2007-046, which requires minimum limits of \$1,000,000 and a signed consent form acknowledging reduction or exhaustion of limits in payment of defense expense.

Rate data does NOT apply to filing.

SERFF Tracking Number: CNNA-125518478 State: Arkansas
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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	FORM FILING SCHEDULE	Approved	Yes
Supporting Document	MEMO DECRPTION OF REVISIONS	Approved	Yes
Supporting Document	MEMORANDUM	Approved	Yes
Form	LAWYER'S PROFESSIONAL LIABILITY APPLICATION	Approved	Yes
Form	PROFESSIONAL LIABILITY APPLICATION (PODIATRISTS)	Approved	Yes
Form	REAL ESTATE ERRORS AND OMISSIONS APPLICATION	Approved	Yes
Form	INSURANCE AGENTS AND BROKERS ERRORS AND OMISSIONS APPLICATION	Approved	Yes
Form	MEDICAL PROFESSIONAL LIABILITY APPLICATION	Approved	Yes
Form	TRAVEL AGENTS ERRORS AND OMISSIONS APPLICATION	Approved	Yes
Form	COSMETOLOGY OR BARBERING SCHOOL PROFESSIONAL LIABILITY SUPPLEMENTAL APPLICATION	Approved	Yes
Form	RELIGIOUS INSTITUTIONS WRONGFUL ACTS QUESTIONNAIRE	Approved	Yes
Form	DENTIST'S PROFESSIONAL LIABILITY RENEWAL QUESTIONNAIRE	Approved	Yes
Form	NURSE'S PROFESSIONAL LIABILITY APPLICATION	Approved	Yes
Form	NURSE'S PROFESSIONAL LIABILITY POLICY	Approved	Yes
Form	NURSE'S PROFESSIONAL LIABILITY POLICY DECLARATIONS	Approved	Yes
Form	TRAVEL AGENTS ERRORS AND OMISSIONS INSURANCE COVERAGE FORM	Approved	Yes
Form	LAWYER'S PROFESSIONAL LIABILITY COVERAGE FORM	Approved	Yes

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Product Name: CPRO-08-6009-AR
Project Name/Number: /

Form	MEDICAL ARTS PRACTITIONER PROFESSIONAL LIABILITY COVERAGE FORM	Approved	Yes
Form	ANIMAL SERVICES PROFESSIONAL LIABILITY COVERAGE FORM	Approved	Yes
Form	COSMETOLOGISTS AND BARBERS PROFESSIONAL LIABILITY COVERAGE FORM	Approved	Yes
Form	CONDOMINIUM OR HOMEOWNERS ASSOCIATIONS WRONGFUL ACTS COVERAGE FORM	Approved	Yes
Form	COUNTY RECORDER AND / OR COUNTY CLERK'S ERRORS AND OMISSIONS INSURANCE COVERAGE FORM	Approved	Yes
Form	RELIGIOUS INSTITUTIONS WRONGFUL ACTS COVERAGE FORM	Approved	Yes
Form	EMERGENCY MEDICAL TECHNICIAN PROFESSIONAL LIABILITY COVERAGE FORM	Approved	Yes
Form	MEDICAL INSTITUTION PROFESSIONAL LIABILITY COVERAGE FORM	Approved	Yes
Form	INSURANCE AGENTS ERRORS AND OMISSIONS INSURANCE COVERAGE FORM	Approved	Yes
Form	CLERGY / COUNSELORS PROFESSIONAL LIABILITY COVERAGE FORM	Approved	Yes
Form	PRINTERS ERRORS AND OMISSIONS INSURANCE COVERAGE FORM	Approved	Yes
Form	REAL ESTATE ERRORS AND OMISSIONS INSURANCE COVERAGE FORM	Approved	Yes
Form	PEDORTHISTS PROFESSIONAL LIABILITY	Approved	Yes
Form	NURSE'S PROFESSIONAL LIABILITY COVERAGE FORM	Approved	Yes

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TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
Product Name: CPRO-08-6009-AR
Project Name/Number: /

Form	MISCELLANEOUS PROFESSIONAL LIABILITY COVERAGE FORM	Approved	Yes
Form	DENTIST'S PROFESSIONAL LIABILITY OCCURRENCE COVERAGE FORM	Approved	Yes
Form	COSMETOLOGY OR BARBERING SCHOOL PROFESSIONAL LIABILITY COVERAGE FORM	Approved	Yes
Form	DEPARTMENT OF PROFESSIONAL REGULATION (DPR) COVERAGE	Approved	Yes
Form	MEDICAL WASTE DEFENSE EXPENSES REIMBURSEMENT COVERAGE	Approved	Yes
Form	ELECTROLYSIS COVERAGE	Approved	Yes
Form	STATE BOARD OF VETERINARY MEDICAL EXAMINERS (SBVME) SUPPLEMENTARY PAYMENTS COVERAGE	Approved	Yes
Form	EXCLUSION - BUSINESS ENTITY PROFESSIONAL LIABILITY COVERAGE (COVERAGE B)	Approved	Yes
Form	OPTOMETRISTS AMENDATORY ENDORSEMENT	Approved	Yes
Form	BLOOD BANK PROFESSIONAL LIABILITY ENDORSEMENT	Approved	Yes
Form	DIAGNOSTIC TESTING LABORATORIES PROFESSIONAL LIABILITY ENDORSEMENT	Approved	Yes
Form	PRIOR ACTS COVERAGE ENDORSEMENT	Approved	Yes
Form	PRIOR ACTS COVERAGE ENDORSEMENT	Approved	Yes
Form	PRIOR ACTS COVERAGE ENDORSEMENT	Approved	Yes
Form	PRIOR ACTS COVERAGE ENDORSEMENT	Approved	Yes
Form	PRIOR ACTS COVERAGE ENDORSEMENT	Approved	Yes

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Product Name: CPRO-08-6009-AR
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Form	ENDORSEMENT	Approved	Yes
Form	PRIOR ACTS COVERAGE ENDORSEMENT	Approved	Yes
Form	PRIOR ACTS COVERAGE ENDORSEMENT	Approved	Yes
Form	PRIOR ACTS COVERAGE ENDORSEMENT	Approved	Yes
Form	AMENDMENT - COMBINED AGGREGATE LIMIT OF INSURANCE	Approved	Yes
Form	PROFESSIONAL LIABILITY - SEPARATE LIMITS OF INSURANCE FOR DESIGNATED INSURED	Approved	Yes
Form	DENTIST'S PROFESSIONAL PRIOR ACTS OR OMISSIONS EXTENSION	Approved	Yes
Form	SALE OF SECURITIES, MUTUAL FUNDS AND FINANCIAL PLANNING SERVICES ENDORSEMENT	Approved	Yes
Form	CORRECTION OF WORK ENDORSEMENT	Approved	Yes
Form	TRAVEL AGENTS ERRORS AND OMISSIONS INSURANCE COVERAGE PART DECLARATIONS	Approved	Yes
Form	TRAVEL AGENTS ERRORS AND OMISSIONS INSURANCE COVERAGE PART ENDORSEMENT	Approved	Yes
Form	LAWYER'S PROFESSIONAL LIABILITY COVERAGE PART DECLARATIONS	Approved	Yes
Form	LAWYER'S PROFESSIONAL LIABILITY COVERAGE PART ENDORSEMENT	Approved	Yes
Form	MEDICAL ARTS PRACTITIONER PROFESSIONAL LIABILITY COVERAGE PART DECLARATIONS	Approved	Yes
Form	MEDICAL ARTS PRACTITIONER PROFESSIONAL LIABILITY COVERAGE PART ENDORSEMENT	Approved	Yes
Form	ANIMAL SERVICES PROFESSIONAL LIABILITY COVERAGE PART	Approved	Yes

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DECLARATIONS

Form	ANIMAL SERVICES PROFESSIONAL LIABILITY COVERAGE PART ENDORSEMENT	Approved	Yes
Form	CONDOMINIUM OR HOMEOWNERS ASSOCIATIONS WRONGFUL ACTS COVERAGE PART DECLARATIONS	Approved	Yes
Form	CONDOMINIUM OR HOMEOWNERS ASSOCIATIONS WRONGFUL ACTS COVERAGE ENDORSEMENT	Approved	Yes
Form	EMERGENCY MEDICAL TECHNICIAN PROFESSIONAL LIABILITY COVERAGE PART DECLARATIONS	Approved	Yes
Form	EMERGENCY MEDICAL TECHNICIAN PROFESSIONAL LIABILITY COVERAGE PART ENDORSEMENT	Approved	Yes
Form	MEDICAL INSTITUTION PROFESSIONAL LIABILITY COVERAGE PART DECLARATIONS	Approved	Yes
Form	MEDICAL INSTITUTION PROFESSIONAL LIABILITY COVERAGE PART ENDORSEMENT	Approved	Yes
Form	CLERGY / COUNSELORS PROFESSIONAL LIABILITY COVERAGE PART DECLARATIONS	Approved	Yes
Form	CLERGY / COUNSELORS PROFESSIONAL LIABILITY COVERAGE PART ENDORSEMENT	Approved	Yes
Form	NURSE'S PROFESSIONAL LIABILITY COVERAGE PART DECLARATIONS	Approved	Yes
Form	NURSE'S PROFESSIONAL LIABILITY COVERAGE PART ENDORSEMENT	Approved	Yes
Form	MISCELLANEOUS PROFESSIONAL LIABILITY COVERAGE PART DECLARATIONS	Approved	Yes
Form	MISCELLANEOUS PROFESSIONAL LIABILITY COVERAGE PART ENDORSEMENT	Approved	Yes

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Product Name: CPRO-08-6009-AR
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Form	RELIGIOUS INSTITUTIONS WRONGFUL ACTS COVERAGE PART DECLARATIONS	Approved	Yes
Form	RELIGIOUS INSTITUTIONS WRONGFUL ACTS COVERAGE PART ENDORSEMENT	Approved	Yes
Form	COUNTY RECORDER AND / OR COUNTY CLERK'S ERRORS AND OMISSIONS INSURANCE COVERAGE PART DECLARATIONS	Approved	Yes
Form	COUNTY RECORDER AND / OR COUNTY CLERK'S ERRORS AND OMISSIONS INSURANCE COVERAGE PART ENDORSEMENT	Approved	Yes
Form	INSURANCE AGENTS ERRORS AND OMISSIONS INSURANCE COVERAGE PART DECLARATIONS	Approved	Yes
Form	INSURANCE AGENTS ERRORS AND OMISSIONS INSURANCE COVERAGE PART ENDORSEMENT	Approved	Yes
Form	PRINTERS ERRORS AND OMISSIONS INSURANCE COVERAGE PART DECLARATIONS	Approved	Yes
Form	PRINTERS ERRORS AND OMISSIONS INSURANCE COVERAGE PART ENDORSEMENT	Approved	Yes
Form	REAL ESTATE ERRORS AND OMISSIONS INSURANCE COVERAGE PART DECLARATIONS	Approved	Yes
Form	REAL ESTATE ERRORS AND OMISSIONS INSURANCE COVERAGE PART ENDORSEMENT	Approved	Yes
Form	WRONGFUL ACTS COVERAGE SUPPLEMENTAL ENDORSEMENT	Approved	Yes
Form	WRONGFUL ACTS COVERAGE AMENDMENT	Approved	Yes
Form	WRONGFUL ACTS COVERAGE SCHEDULE	Approved	Yes

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TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
Product Name: CPRO-08-6009-AR
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Form	MEDICAL INSTITUTION	Approved	Yes
	PROFESSIONAL LIABILITY COVERAGE		
	SUPPLEMENTAL ENDORSEMENT		
Form	MEDICAL INSTITUTION	Approved	Yes
	PROFESSIONAL LIABILITY COVERAGE		
	AMENDMENT		
Form	MEDICAL INSTITUTION	Approved	Yes
	PROFESSIONAL LIABILITY COVERAGE		
	SCHEDULE		
Form	DENTIST'S PROFESSIONAL LIABILITY	Approved	Yes
	CLAIMS-MADE COVERAGE FORM		
Form	PROFESSIONAL SERVICES	Approved	Yes
	INDEPENDENT CONTRACTORS		
Form	EXCLUSION - LEAD LIABILITY	Approved	Yes
Form	FUNGI OR BACTERIA EXCLUSION	Approved	Yes
Form	FINES, PENALTIES PUNITIVE,	Approved	Yes
	EXEMPLARY, MULTIPLIED OR		
	UNINSURABLE DAMAGES EXCLUSION		
Form	EMPLOYMENT-RELATED PRACTICES	Approved	Yes
	EXCLUSION		
Form	ABUSE OR MOLESTATION	Approved	Yes
	EXCLUSION		
Form	ABUSE OR MOLESTATION	Approved	Yes
	EXCLUSION		
Form	ABUSE OR MOLESTATION	Approved	Yes
	EXCLUSION		
Form	PRIOR ACTS OR OMISSIONS	Approved	Yes
	EXTENSION ENDORSEMENT		
Form	RESIDENT - INTERN - FELLOW	Approved	Yes
	ENDORSEMENT		
Form	EXTENDED REPORTING PERIOD	Approved	Yes
	AMENDMENT		
Form	EXCLUSION OF COVERAGE FOR	Approved	Yes
	SPECIFIC CLAIMANTS		
Form	REDUCTION OF LIMITS	Approved	Yes
Form	LIMITS OF INSURANCE FOR PRIOR	Approved	Yes
	DENTAL INCIDENTS		

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Form	PRIOR ACTS OR OMISSIONS - ERRORS AND OMISSIONS OR PROFESSIONAL	Approved	Yes
Form	PATHOLOGISTS AND RADIOLOGISTS AS INSURED	Approved	Yes
Form	AMENDMENT - COMBINED AGGREGATE LIMIT OF INSURANCE	Approved	Yes
Form	ERRORS AND OMISSIONS INSURANCE COVERAGE PART DECLARATIONS	Approved	Yes
Form	ERRORS AND OMISSIONS INSURANCE COVERAGE PART ENDORSEMENT	Approved	Yes
Form	DENTIST'S PROFESSIONAL LIABILITY COVERAGE PART DECLARATIONS (CLAIMS-MADE)	Approved	Yes
Form	DENTIST'S PROFESSIONAL LIABILITY COVERAGE PART ENDORSEMENT (CLAIMS-MADE)	Approved	Yes
Form	ARKANSAS POLICY CHANGES	Approved	Yes
Form	ARKANSAS CHANGES	Approved	Yes

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	LAWYER'S PROFESSIONAL LIABILITY APPLICATION	CA 1082	08 07	Application/ Replaced Binder/Enrollment	Replaced Form #:0.00 CA-1082 (3/06) Previous Filing #: CPRO-06-6011-AR		CA1082 08-07.pdf
Approved	PROFESSIONAL LIABILITY APPLICATION (PODIATRISTS)	LC 1070	09 07	Application/ Replaced Binder/Enrollment	Replaced Form #:0.00 LC 1070 08 07 Previous Filing #: CPRO-07-6008-AR		LC1070 09-07.pdf
Approved	REAL ESTATE ERRORS AND OMISSIONS APPLICATION	MP 1007	08 07	Application/ Replaced Binder/Enrollment	Replaced Form #:0.00 MP-1007 (1/98) Previous Filing #: N/A		MP1007 08-07.pdf
Approved	INSURANCE AGENTS AND BROKERS ERRORS AND OMISSIONS APPLICATION	MP 1010	08 07	Application/ Replaced Binder/Enrollment	Replaced Form #:0.00 MP-1010 (7/00) Previous Filing #: CPRO-00-6012-AR		MP1010 08-07.pdf
Approved	MEDICAL PROFESSIONAL LIABILITY APPLICATION	PA 002	08 07	Application/ Replaced Binder/Enrollment	Replaced Form #:0.00 PA-002 (4/03) Previous Filing #: CPRO-03-6011-AR		PA002 08-07.pdf
Approved	TRAVEL AGENTS ERRORS AND OMISSIONS APPLICATION	PA 009	08 07	Application/ Replaced Binder/Enrollment	Replaced Form #:0.00 PA-009 (1/98) Previous Filing #: N/A		PA009 08-07.pdf
Approved	COSMETOLOGY OR BARBERING SCHOOL	PA 010	08 07	Application/ Replaced Binder/Enrollment	Replaced Form #:0.00 PA-010 (1/00) Previous Filing #:		PA010 08-07.pdf

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	PROFESSIONAL LIABILITY SUPPLEMENTA L APPLICATION				N/A		
Approved	RELIGIOUS INSTITUTIONS WRONGFUL ACTS QUESTIONNAIR E	PA 016	08 07	Application/ Replaced Binder/Enro llment	Replaced Form #:0.00 PA-016 (10/01) Previous Filing #: CPRO-02-6011- AR	PA016 08- 07.pdf	
Approved	DENTIST'S PROFESSIONAL LIABILITY RENEWAL QUESTIONNAIR E	PA 435	08 07	Application/ Replaced Binder/Enro llment	Replaced Form #:0.00 PA 435 12 05 Previous Filing #: CPRO-06-6011- AR	PA435 08- 07.pdf	
Approved	NURSE'S PROFESSIONAL LIABILITY APPLICATION	PP 001	08 07	Application/ Replaced Binder/Enro llment	Replaced Form #:0.00 PP-001 (1/98) Previous Filing #: N/A	PP001 08- 07.pdf	
Approved	NURSE'S PROFESSIONAL LIABILITY POLICY	PA 101	08 07	Policy/CoveReplaced rage Form	Replaced Form #:0.00 PA 101 05 06 Previous Filing #: CPRO-06-6015- AR	PA101 08- 07.pdf	
Approved	NURSE'S PROFESSIONAL LIABILITY POLICY DECLARATIONS	PA 102	08 07	Declaration Replaced s/Schedule	Replaced Form #:0.00 PA 102 08 02 Previous Filing #: CPRO-03-6004- AR	PA102 08- 07.pdf	
Approved	TRAVEL AGENTS ERRORS AND OMISSIONS INSURANCE COVERAGE FORM	PA 104	08 07	Policy/CoveReplaced rage Form	Replaced Form #:0.00 PA 104 10 01 Previous Filing #: CPRO-02-6002- AR	PA104 08- 07.pdf	
Approved	LAWYER'S	PA 105	08 07	Policy/CoveReplaced	Replaced Form #:0.00	PA105 08-	

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	PROFESSIONAL LIABILITY COVERAGE FORM			rage Form	PA 105 01 86 Previous Filing #: N/A	07.pdf	
Approved	MEDICAL ARTS PRACTITIONER PROFESSIONAL LIABILITY COVERAGE FORM	PA 106	08 07	Policy/CoveReplaced rage Form	Replaced Form #:0.00 PA 106 01/86 Previous Filing #: N/A	PA106 08- 07.pdf	
Approved	ANIMAL SERVICES PROFESSIONAL LIABILITY COVERAGE FORM	PA 107	08 07	Policy/CoveReplaced rage Form	Replaced Form #:0.00 PA 107 12 92 Previous Filing #: N/A	PA107 08- 07.pdf	
Approved	COSMETOLOGIST AND BARBERS PROFESSIONAL LIABILITY COVERAGE FORM	PA 108	08 07	Policy/CoveReplaced rage Form	Replaced Form #:0.00 PA 108 01 00 Previous Filing #: N/A	PA108 08- 07.pdf	
Approved	CONDOMINIUM OR HOMEOWNERS ASSOCIATIONS WRONGFUL ACTS COVERAGE FORM	PA 110	08 07	Policy/CoveReplaced rage Form	Replaced Form #:0.00 PA 110 12 99 Previous Filing #: CPRO-00-6009- AR	PA110 08- 07.pdf	
Approved	COUNTY RECORDER AND / OR COUNTY CLERK'S ERRORS AND OMISSIONS	PA 111	08 07	Policy/CoveReplaced rage Form	Replaced Form #:0.00 PA 111 01 86 Previous Filing #: N/A	PA111 08- 07.pdf	

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INSURANCE
COVERAGE
FORM

Approved	RELIGIOUS INSTITUTIONS WRONGFUL ACTS COVERAGE FORM	PA 112	08 07	Policy/Cove rage Form	Replaced Form #:0.00 PA 112 12 99 Previous Filing #: CPRO-00-6002- AR	PA112 08- 07.pdf
Approved	EMERGENCY MEDICAL TECHNICIAN PROFESSIONAL LIABILITY COVERAGE FORM	PA 113	08 07	Policy/Cove rage Form	Replaced Form #:0.00 PA 113 05 87 Previous Filing #: N/A	PA113 08- 07.pdf
Approved	MEDICAL INSTITUTION PROFESSIONAL LIABILITY COVERAGE FORM	PA 114	08 07	Policy/Cove rage Form	Replaced Form #:0.00 PA 114 06 93 Previous Filing #: N/A	PA114 08- 07.pdf
Approved	INSURANCE AGENTS ERRORS AND OMISSIONS INSURANCE COVERAGE FORM	PA 115	08 07	Policy/Cove rage Form	Replaced Form #:0.00 PA 115 04 91 Previous Filing #: N/A	PA115 08- 07.pdf
Approved	CLERGY / COUNSELORS PROFESSIONAL LIABILITY COVERAGE FORM	PA 116	08 07	Policy/Cove rage Form	Replaced Form #:0.00 PA 116 03 03 Previous Filing #: CPRO-03-6011- AR	PA116 08- 07.pdf
Approved	PRINTERS ERRORS AND OMISSIONS	PA 117	08 07	Policy/Cove rage Form	Replaced Form #:0.00 PA 117 05 92 Previous Filing #:	PA117 08- 07.pdf

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Product Name: CPRO-08-6009-AR
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	INSURANCE				N/A		
	COVERAGE						
	FORM						
Approved	REAL ESTATE	PA 118	08 07	Policy/CoveReplaced	Replaced Form #:0.00	PA118	08-
	ERRORS AND			rage Form	PA 118 07 95	07.pdf	
	OMISSIONS				Previous Filing #:		
	INSURANCE				N/A		
	COVERAGE						
	FORM						
Approved	PEDORTHISTS	PA 120	08 07	Policy/CoveReplaced	Replaced Form #:0.00	PA120	08-
	PROFESSIONAL			rage Form	PA 120 10 01	07.pdf	
	LIABILITY				Previous Filing #:		
					CPRO-02-6002-		
					AR		
Approved	NURSE'S	PA 122	08 07	Policy/CoveReplaced	Replaced Form #:0.00	PA122	08-
	PROFESSIONAL			rage Form	PA 122 01 87	07.pdf	
	LIABILITY				Previous Filing #:		
	COVERAGE				N/A		
	FORM						
Approved	MISCELLANEOU	PA 123	08 07	Policy/CoveReplaced	Replaced Form #:0.00	PA123	08-
	S			rage Form	PA 123 06 94	07.pdf	
	PROFESSIONAL				Previous Filing #:		
	LIABILITY				N/A		
	COVERAGE						
	FORM						
Approved	DENTIST'S	PA 128	08 07	Policy/CoveReplaced	Replaced Form #:0.00	PA128	08-
	PROFESSIONAL			rage Form	PA 128 09 04	07.pdf	
	LIABILITY				Previous Filing #:		
	OCCURRENCE				CPRO-06-6011-		
	COVERAGE				AR		
	FORM						
Approved	COSMETOLOGY	PA 132	08 07	Policy/CoveReplaced	Replaced Form #:0.00	PA132	08-
	OR BARBERING			rage Form	PA 132 01 00	07.pdf	
	SCHOOL				Previous Filing #:		
	PROFESSIONAL				N/A		
	LIABILITY						
	COVERAGE						
	FORM						

SERFF Tracking Number: CNNA-125518478 State: Arkansas
Filing Company: The Cincinnati Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: CPRO-08-6009-AR
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
Product Name: CPRO-08-6009-AR
Project Name/Number: /

Approved	DEPARTMENT OF PROFESSIONAL REGULATION (DPR) COVERAGE	PA 205	08 07	Policy/Coverage Replaced Form	Replaced Form #:0.00 PA 205 05 00 Previous Filing #: CPRO-01-6003-AR	PA205 08-07.pdf
Approved	MEDICAL WASTE DEFENSE EXPENSES REIMBURSEMENT COVERAGE	PA 206	08 07	Policy/Coverage Replaced Form	Replaced Form #:0.00 PA 206 04 98 Previous Filing #: N/A	PA206 08-07.pdf
Approved	ELECTROLYSIS COVERAGE	PA 207	08 07	Policy/Coverage Replaced Form	Replaced Form #:0.00 PA 207 01 00 Previous Filing #: N/A	PA207 08-07.pdf
Approved	STATE BOARD OF VETERINARY MEDICAL EXAMINERS (SBVME) SUPPLEMENTARY PAYMENTS COVERAGE	PA 208	08 07	Policy/Coverage Replaced Form	Replaced Form #:0.00 PA 208 02 06 Previous Filing #: CPRO-06-6011-AR	PA208 08-07.pdf
Approved	EXCLUSION - BUSINESS ENTITY PROFESSIONAL LIABILITY COVERAGE (COVERAGE B)	PA 320	08 07	Policy/Coverage New Form	0.00	PA320 08-07.pdf
Approved	OPTOMETRISTSPAMENDATORY ENDORSEMENT	PA 321	08 07	Endorsement New/Amendment/Conditions	0.00	PA321 08-07.pdf
Approved	BLOOD BANK PROFESSIONAL	PA 4051	08 07	Endorsement New/Amendment	0.00	PA4051 08-07.pdf

SERFF Tracking Number: CNNA-125518478 State: Arkansas
Filing Company: The Cincinnati Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: CPRO-08-6009-AR
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
Product Name: CPRO-08-6009-AR
Project Name/Number: /

	LIABILITY			ent/Condi		
	ENDORSEMENT			ons		
Approved	DIAGNOSTIC TESTING LABORATORIES PROFESSIONAL LIABILITY ENDORSEMENT	PA 4054	08 07	Endorseme New nt/Amendm ent/Condi ons	0.00	PA4054 08-07.pdf
Approved	PRIOR ACTS COVERAGE ENDORSEMENT	PA 4055	08 07	Endorseme New nt/Amendm ent/Condi ons	0.00	PA4055 08-07.pdf
Approved	PRIOR ACTS COVERAGE ENDORSEMENT	PA 4056	08 07	Endorseme New nt/Amendm ent/Condi ons	0.00	PA4056 08-07.pdf
Approved	PRIOR ACTS COVERAGE ENDORSEMENT	PA 4057	08 07	Endorseme New nt/Amendm ent/Condi ons	0.00	PA4057 08-07.pdf
Approved	PRIOR ACTS COVERAGE ENDORSEMENT	PA 4058	08 07	Endorseme New nt/Amendm ent/Condi ons	0.00	PA4058 08-07.pdf
Approved	PRIOR ACTS COVERAGE ENDORSEMENT	PA 4059	08 07	Endorseme New nt/Amendm ent/Condi ons	0.00	PA4059 08-07.pdf
Approved	PRIOR ACTS COVERAGE ENDORSEMENT	PA 4060	08 07	Endorseme New nt/Amendm ent/Condi ons	0.00	PA4060 08-07.pdf
Approved	PRIOR ACTS COVERAGE ENDORSEMENT	PA 4061	08 07	Endorseme New nt/Amendm ent/Condi ons	0.00	PA4061 08-07.pdf
Approved	PRIOR ACTS COVERAGE	PA 4062	08 07	Endorseme New nt/Amendm	0.00	PA4062 08-07.pdf

SERFF Tracking Number: CNNA-125518478 State: Arkansas
Filing Company: The Cincinnati Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: CPRO-08-6009-AR
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
Product Name: CPRO-08-6009-AR
Project Name/Number: /

ENDORSEMENT				ent/Condi tions				
Approved	PRIOR ACTS COVERAGE ENDORSEMENT	PA 4063	08 07	Endorseme New nt/Amendm ent/Condi tions	0.00	PA4063 08-07.pdf		
Approved	AMENDMENT - COMBINED AGGREGATE LIMIT OF INSURANCE	PA 4064	08 07	Endorseme New nt/Amendm ent/Condi tions	0.00	PA4064 08-07.pdf		
Approved	PROFESSIONAL LIABILITY - SEPARATE LIMITS OF INSURANCE FOR DESIGNATED INSURED	PA 413	02 98	Endorseme Replaced nt/Amendm ent/Condi tions	Replaced Form #:0.00 PA 413 08 89 Previous Filing #: N/A	PA413 0298.pdf		
Approved	DENTIST'S PROFESSIONAL PRIOR ACTS OR OMISSIONS EXTENSION	PA 421	08 07	Endorseme Replaced nt/Amendm ent/Condi tions	Replaced Form #:0.00 PA 421 10 93 Previous Filing #: N/A	PA421	08-	07.pdf
Approved	SALE OF SECURITIES, MUTUAL FUNDS AND FINANCIAL PLANNING SERVICES ENDORSEMENT	PA 423	08 07	Endorseme Replaced nt/Amendm ent/Condi tions	Replaced Form #:0.00 PA 423 04 91 Previous Filing #: N/A	PA423	08-	07.pdf
Approved	CORRECTION OF WORK ENDORSEMENT	PA 499	08 07	Endorseme Replaced nt/Amendm ent/Condi tions	Replaced Form #:0.00 PA 499 09 00 Previous Filing #: CPRO-01-6003- AR	PA499	08-	07.pdf
Approved	TRAVEL AGENTS	PA 504	08 07	Declaration Replaced s/Schedule	Replaced Form #:0.00 PA 504 10 01	PA504	08-	07.pdf

SERFF Tracking Number: CNNA-125518478 State: Arkansas
Filing Company: The Cincinnati Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: CPRO-08-6009-AR
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
Product Name: CPRO-08-6009-AR
Project Name/Number: /

ERRORS AND
OMISSIONS
INSURANCE
COVERAGE
PART
DECLARATIONS

Previous Filing #:
CPRO-02-6002-
AR

Approved	TRAVEL AGENTS ERRORS AND OMISSIONS INSURANCE COVERAGE PART ENDORSEMENT	PA 504E	08 07	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 PA 504E 10 01 Previous Filing #: CPRO-02-6002- AR	PA504E 08-07.pdf	
Approved	LAWYER'S PROFESSIONAL LIABILITY COVERAGE PART DECLARATIONS	PA 505	08 07	Declaration Replaced s/Schedule	Replaced Form #:0.00 PA 505 08 92 Previous Filing #: N/A	PA505 08-07.pdf	
Approved	LAWYER'S PROFESSIONAL LIABILITY COVERAGE PART ENDORSEMENT	PA 505E	08 07	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 PA 505E 08 92 Previous Filing #: N/A	PA505E 08-07.pdf	
Approved	MEDICAL ARTS PRACTITIONER PROFESSIONAL LIABILITY COVERAGE PART DECLARATIONS	PA 506	08 07	Declaration Replaced s/Schedule	Replaced Form #:0.00 PA 506 03 94 Previous Filing #: N/A	PA506 08-07.pdf	
Approved	MEDICAL ARTS PRACTITIONER PROFESSIONAL LIABILITY COVERAGE	PA 506E	08 07	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 PA 506E 03 94 Previous Filing #: N/A	PA506E 08-07.pdf	

SERFF Tracking Number: CNNA-125518478 State: Arkansas
Filing Company: The Cincinnati Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: CPRO-08-6009-AR
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
Product Name: CPRO-08-6009-AR
Project Name/Number: /

PART
ENDORSEMENT

Approved	ANIMAL SERVICES PROFESSIONAL LIABILITY COVERAGE PART DECLARATIONS	PA 507	08 07	Declaration Replaced s/Schedule	Replaced Form #:0.00 PA 507 01 93 Previous Filing #: N/A	PA507 08- 07.pdf
Approved	ANIMAL SERVICES PROFESSIONAL LIABILITY COVERAGE PART ENDORSEMENT	PA 507E	08 07	Endorseme Replaced nt/Amendm ent/Condi tions	Replaced Form #:0.00 PA 507E 01 93 Previous Filing #: N/A	PA507E 08-07.pdf
Approved	CONDOMINIUM OR HOMEOWNERS ASSOCIATIONS WRONGFUL ACTS COVERAGE PART DECLARATIONS	PA 510	08 07	Declaration Replaced s/Schedule	Replaced Form #:0.00 PA 510 03 96 Previous Filing #: N/A	PA510 08- 07.pdf
Approved	CONDOMINIUM OR HOMEOWNERS ASSOCIATIONS WRONGFUL ACTS COVERAGE ENDORSEMENT	PA 510E	08 07	Endorseme Replaced nt/Amendm ent/Condi tions	Replaced Form #:0.00 PA 510E 03 96 Previous Filing #: N/A	PA510E 08-07.pdf
Approved	EMERGENCY MEDICAL TECHNICIAN PROFESSIONAL LIABILITY	PA 513	08 07	Declaration Replaced s/Schedule	Replaced Form #:0.00 PA 513 07 02 Previous Filing #: N/A	PA513 08- 07.pdf

SERFF Tracking Number: CNNA-125518478 State: Arkansas
Filing Company: The Cincinnati Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: CPRO-08-6009-AR
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
Product Name: CPRO-08-6009-AR
Project Name/Number: /

COVERAGE
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DECLARATIONS

Approved	EMERGENCY MEDICAL TECHNICIAN PROFESSIONAL LIABILITY COVERAGE PART ENDORSEMENT	PA 513E	08 07	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 PA 513E 07 02 Previous Filing #: CPRO-02-6016-AR	PA513E 08-07.pdf
Approved	MEDICAL INSTITUTION PROFESSIONAL LIABILITY COVERAGE PART DECLARATIONS	PA 514	08 07	Declaration Replaced s/Schedule	Replaced Form #:0.00 PA 514 08 94 Previous Filing #: N/A	PA514 08-07.pdf
Approved	MEDICAL INSTITUTION PROFESSIONAL LIABILITY COVERAGE PART ENDORSEMENT	PA 514E	08 07	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 PA 514E 01 92 Previous Filing #: N/A	PA514E 08-07.pdf
Approved	CLERGY / COUNSELORS PROFESSIONAL LIABILITY COVERAGE PART DECLARATIONS	PA 516	08 07	Declaration Replaced s/Schedule	Replaced Form #:0.00 PA 516 03 03 Previous Filing #: CPRO-03-6011-AR	PA516 08-07.pdf
Approved	CLERGY / COUNSELORS PROFESSIONAL LIABILITY COVERAGE PART	PA 516E	08 07	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 PA 516E 03 03 Previous Filing #: CPRO-03-6011-AR	PA516E 08-07.pdf

SERFF Tracking Number: CNNA-125518478 State: Arkansas
Filing Company: The Cincinnati Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: CPRO-08-6009-AR
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
Product Name: CPRO-08-6009-AR
Project Name/Number: /

ENDORSEMENT

Approved	NURSE'S PROFESSIONAL LIABILITY COVERAGE PART DECLARATIONS	PA 522	08 07	Declaration Replaced s/Schedule	Replaced Form #:0.00 PA 522 01 92 Previous Filing #: N/A	PA522	08- 07.pdf
Approved	NURSE'S PROFESSIONAL LIABILITY COVERAGE PART ENDORSEMENT	PA 522E	08 07	Endorseme Replaced nt/Amendm ent/Condi ons	Replaced Form #:0.00 PA 522E 01 92 Previous Filing #: N/A	PA522E	08-07.pdf
Approved	MISCELLANEOU S PROFESSIONAL LIABILITY COVERAGE PART DECLARATIONS	PA 523	08 07	Declaration Replaced s/Schedule	Replaced Form #:0.00 PA 523 01 92 Previous Filing #: N/A	PA523	08- 07.pdf
Approved	MISCELLANEOU S PROFESSIONAL LIABILITY COVERAGE PART ENDORSEMENT	PA 523E	08 07	Endorseme Replaced nt/Amendm ent/Condi ons	Replaced Form #:0.00 PA 523E 01 92 Previous Filing #: N/A	PA523E	08-07.pdf
Approved	RELIGIOUS INSTITUTIONS WRONGFUL ACTS COVERAGE PART DECLARATIONS	PA 527	08 07	Declaration Replaced s/Schedule	Replaced Form #:0.00 PA 527 06 96 Previous Filing #: N/A	PA527	08- 07.pdf
Approved	RELIGIOUS INSTITUTIONS WRONGFUL ACTS	PA 527E	08 07	Endorseme Replaced nt/Amendm ent/Condi ons	Replaced Form #:0.00 PA 527E 06 96 Previous Filing #: N/A	PA527E	08-07.pdf

SERFF Tracking Number: CNNA-125518478 State: Arkansas
 Filing Company: The Cincinnati Insurance Company State Tracking Number: EFT \$50
 Company Tracking Number: CPRO-08-6009-AR
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
 Product Name: CPRO-08-6009-AR
 Project Name/Number: /

COVERAGE
 PART
 ENDORSEMENT

Approved	COUNTY RECORDER AND / OR COUNTY CLERK'S ERRORS AND OMISSIONS INSURANCE COVERAGE PART DECLARATIONS	PA 532	08 07	Declaration New s/Schedule	0.00	PA532 08- 07.pdf
Approved	COUNTY RECORDER AND / OR COUNTY CLERK'S ERRORS AND OMISSIONS INSURANCE COVERAGE PART ENDORSEMENT	PA 532E	08 07	Endorseme New nt/Amendm ent/Condi tions	0.00	PA532E 08-07.pdf
Approved	INSURANCE AGENTS ERRORS AND OMISSIONS INSURANCE COVERAGE PART DECLARATIONS	PA 533	08 07	Declaration New s/Schedule	0.00	PA533 08- 07.pdf
Approved	INSURANCE AGENTS ERRORS AND OMISSIONS INSURANCE	PA 533E	08 07	Endorseme New nt/Amendm ent/Condi tions	0.00	PA533E 08-07.pdf

SERFF Tracking Number: CNNA-125518478 State: Arkansas
Filing Company: The Cincinnati Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: CPRO-08-6009-AR
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
Product Name: CPRO-08-6009-AR
Project Name/Number: /

COVERAGE
PART
ENDORSEMENT

Approved	PRINTERS ERRORS AND OMISSIONS INSURANCE COVERAGE PART DECLARATIONS	PA 534	08 07	Declaration New s/Schedule	0.00	PA534 08- 07.pdf
Approved	PRINTERS ERRORS AND OMISSIONS INSURANCE COVERAGE PART ENDORSEMENT	PA 534E	08 07	Endorseme New nt/Amendm ent/Condi tions	0.00	PA534E 08-07.pdf
Approved	REAL ESTATE ERRORS AND OMISSIONS INSURANCE COVERAGE PART DECLARATIONS	PA 535	08 07	Declaration New s/Schedule	0.00	PA535 08- 07.pdf
Approved	REAL ESTATE ERRORS AND OMISSIONS INSURANCE COVERAGE PART ENDORSEMENT	PA 535E	08 07	Endorseme New nt/Amendm ent/Condi tions	0.00	PA535E 08-07.pdf
Approved	WRONGFUL ACTS COVERAGE SUPPLEMENTA L ENDORSEMENT	PA 907	08 07	Endorseme Replaced nt/Amendm ent/Condi tions	Replaced Form #:0.00 PA 907 01 92 Previous Filing #: N/A	PA907 08- 07.pdf
Approved	WRONGFUL	PA 908	08 07	Endorseme Replaced	Replaced Form #:0.00	PA908 08-

SERFF Tracking Number: CNNA-125518478 State: Arkansas
Filing Company: The Cincinnati Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: CPRO-08-6009-AR
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
Product Name: CPRO-08-6009-AR
Project Name/Number: /

	ACTS			nt/Amendm	PA 908 01 92	07.pdf
	COVERAGE			ent/Condi	Previous Filing #:	
	AMENDMENT			ons	N/A	
Approved	WRONGFUL	PA 909	08 07	Declaration Replaced	Replaced Form #:0.00	PA909 08-
	ACTS			s/Schedule	PA 909 01 92	07.pdf
	COVERAGE				Previous Filing #:	
	SCHEDULE				N/A	
Approved	MEDICAL	PA 910	08 07	Endorseme Replaced	Replaced Form #:0.00	PA910 08-
	INSTITUTION			nt/Amendm	PA 910 01 92	07.pdf
	PROFESSIONAL			ent/Condi	Previous Filing #:	
	LIABILITY			ons	N/A	
	COVERAGE					
	SUPPLEMENTA					
	L					
	ENDORSEMENT					
Approved	MEDICAL	PA 911	08 07	Endorseme Replaced	Replaced Form #:0.00	PA911 08-
	INSTITUTION			nt/Amendm	PA 911 01 92	07.pdf
	PROFESSIONAL			ent/Condi	Previous Filing #:	
	LIABILITY			ons	N/A	
	COVERAGE					
	AMENDMENT					
Approved	MEDICAL	PA 918	08 07	Declaration Replaced	Replaced Form #:0.00	PA918 08-
	INSTITUTION			s/Schedule	PA 918 08 94	07.pdf
	PROFESSIONAL				Previous Filing #:	
	LIABILITY				N/A	
	COVERAGE					
	SCHEDULE					
Approved	DENTIST'S	PA 127	07 95	Policy/CoveWithdrawn	Replaced Form #:0.00	
	PROFESSIONAL			rage Form		
	LIABILITY				Previous Filing #:	
	CLAIMS-MADE				N/A	
	COVERAGE					
	FORM					
Approved	PROFESSIONAL	PA 202	10 97	Endorseme Withdrawn	Replaced Form #:0.00	
	SERVICES			nt/Amendm		
	INDEPENDENT			ent/Condi	Previous Filing #:	
	CONTRACTORS			ons	N/A	
Approved	EXCLUSION -	PA 301	07 95	Endorseme Withdrawn	Replaced Form #:0.00	

SERFF Tracking Number: CNNA-125518478 State: Arkansas
Filing Company: The Cincinnati Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: CPRO-08-6009-AR
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
Product Name: CPRO-08-6009-AR
Project Name/Number: /

LEAD LIABILITY				nt/Amendm ent/Condi ons	Previous Filing #: N/A
Approved	FUNGI OR BACTERIA EXCLUSION	PA 310	03 02	Endorsement Withdrawn	Replaced Form #:0.00
Approved	FINES, PENALTIES PUNITIVE, EXEMPLARY, MULTIPLIED OR UNINSURABLE DAMAGES EXCLUSION	PA 312	01 03	Endorsement Withdrawn	Replaced Form #:0.00
Approved	EMPLOYMENT- RELATED PRACTICES EXCLUSION	PA 314	03 04	Endorsement Withdrawn	Replaced Form #:0.00
Approved	ABUSE OR MOLESTATION EXCLUSION	PA 315	11 04	Endorsement Withdrawn	Replaced Form #:0.00
Approved	ABUSE OR MOLESTATION EXCLUSION	PA 316	11 04	Endorsement Withdrawn	Replaced Form #:0.00
Approved	ABUSE OR MOLESTATION EXCLUSION	PA 317	11 04	Endorsement Withdrawn	Replaced Form #:0.00
Approved	PRIOR ACTS OR OMISSIONS EXTENSION ENDORSEMENT	PA 403	07 87	Endorsement Withdrawn	Replaced Form #:0.00
Approved	RESIDENT - INTERN - FELLOW	PA 404	01 87	Endorsement Withdrawn	Replaced Form #:0.00

SERFF Tracking Number: CNNA-125518478 State: Arkansas
Filing Company: The Cincinnati Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: CPRO-08-6009-AR
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
Product Name: CPRO-08-6009-AR
Project Name/Number: /

ENDORSEMENT				ons	N/A
Approved	EXTENDED PA 434	09 93	Endorsement/Amendment/Conditions	Withdrawn	Replaced Form #:0.00
	REPORTING PERIOD AMENDMENT				Previous Filing #: N/A
Approved	EXCLUSION OF PA 436	09 93	Endorsement/Amendment/Conditions	Withdrawn	Replaced Form #:0.00
	COVERAGE FOR SPECIFIC CLAIMANTS				Previous Filing #: N/A
Approved	REDUCTION OF PA 438	09 93	Endorsement/Amendment/Conditions	Withdrawn	Replaced Form #:0.00
	LIMITS				Previous Filing #: N/A
Approved	LIMITS OF PA 439	09 93	Endorsement/Amendment/Conditions	Withdrawn	Replaced Form #:0.00
	INSURANCE FOR PRIOR DENTAL INCIDENTS				Previous Filing #: N/A
Approved	PRIOR ACTS OR PA 444	06 96	Endorsement/Amendment/Conditions	Withdrawn	Replaced Form #:0.00
	OMISSIONS - ERRORS AND OMISSIONS OR PROFESSIONAL				Previous Filing #: N/A
Approved	PATHOLOGISTS PA 494	10 99	Endorsement/Amendment/Conditions	Withdrawn	Replaced Form #:0.00
	AND RADIOLOGISTS AS INSURED				Previous Filing #: N/A
Approved	AMENDMENT - PA 495	10 99	Endorsement/Amendment/Conditions	Withdrawn	Replaced Form #:0.00
	COMBINED AGGREGATE LIMIT OF INSURANCE				Previous Filing #: N/A
Approved	ERRORS AND PA 515	08 92	Declaration/Amendment/Conditions	Withdrawn	Replaced Form #:0.00
	OMISSIONS INSURANCE COVERAGE PART DECLARATIONS				Previous Filing #: N/A

SERFF Tracking Number: CNNA-125518478 State: Arkansas
 Filing Company: The Cincinnati Insurance Company State Tracking Number: EFT \$50
 Company Tracking Number: CPRO-08-6009-AR
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
 Product Name: CPRO-08-6009-AR
 Project Name/Number: /

Approved	ERRORS AND OMISSIONS INSURANCE COVERAGE PART ENDORSEMENT	PA 515E	08 92	Endorsement/Amendment/Conditions	Withdrawn	Replaced Form #:0.00	
						Previous Filing #:	N/A
Approved	DENTIST'S PROFESSIONAL LIABILITY COVERAGE PART DECLARATIONS (CLAIMS-MADE)	PA 525	01 97	Declaration	Withdrawn	Replaced Form #:0.00	
						Previous Filing #:	N/A
Approved	DENTIST'S PROFESSIONAL LIABILITY COVERAGE PART ENDORSEMENT (CLAIMS-MADE)	PA 525E	01 97	Endorsement/Amendment/Conditions	Withdrawn	Replaced Form #:0.00	
						Previous Filing #:	N/A
Approved	ARKANSAS POLICY CHANGES	PA 407 AR	02 08	Endorsement/Amendment/Conditions	Replaced	Replaced Form #:0.00 PA 407 AR 02 88	PA407AR 02-08.pdf
						Previous Filing #:	N/A
Approved	ARKANSAS CHANGES	PA 458 AR	08 94	Endorsement/Amendment/Conditions	Withdrawn	Replaced Form #:0.00	
						Previous Filing #:	N/A

- (REFER TO HOME OFFICE FOR APPROVAL - PRIOR TO BINDING)

To be attached to Policy Number _____

- | | List All
Lawyers | Name of
Law School | Year
Graduated | Year Admitted
To Bar | State in Which
Applicant Practices |
|----|---------------------|-----------------------|-------------------|-------------------------|---------------------------------------|
| a. | | | | | |
| b. | | | | | |
| c. | | | | | |
| d. | | | | | |
| e. | | | | | |

7. Bar Association Membership

All applicants are members in good standing of the local Bar Association. If not, explain: _____

	Yes	No		Yes	No
8. Are all Applicants:			13. Docket Control System		
a. Engaged in private practice on a full-time basis?	<input type="checkbox"/>	<input type="checkbox"/>	a. Does your Docket Control System include:		
b. Admitted to the bar in your state?	<input type="checkbox"/>	<input type="checkbox"/>	Litigated items?	<input type="checkbox"/>	<input type="checkbox"/>
c. Member of American Bar Association?	<input type="checkbox"/>	<input type="checkbox"/>	Non-litigated items?	<input type="checkbox"/>	<input type="checkbox"/>
d. Member of Local and / or State Bar Associations?	<input type="checkbox"/>	<input type="checkbox"/>	b. Do you have a planned system for control of date deadlines?	<input type="checkbox"/>	<input type="checkbox"/>
e. List other Professional Associations: _____			To whom is responsibility for entry assigned? _____		
If any answer is "No", please explain: _____			c. Are independent date controls kept on each case? _____	<input type="checkbox"/>	<input type="checkbox"/>
			If "Yes", how many? _____		
9. Does any Applicant engage in, manage, own or have financial control of any:			d. Does ultimate responsibility for Docket Control of litigation rest with the attorney handling the case?	<input type="checkbox"/>	<input type="checkbox"/>
a. Building and Loan Association? ...	<input type="checkbox"/>	<input type="checkbox"/>	e. Describe your method of Docket Control with PARTICULAR COMMENTS ON CROSS-CHECKING, keeping in mind your numerous day-to-day obligations for litigated and non-litigated matters. _____		
b. Title Guaranty Company?	<input type="checkbox"/>	<input type="checkbox"/>	_____		
c. Real Estate Abstracting Company?	<input type="checkbox"/>	<input type="checkbox"/>	_____		
d. Title Insurance Agency?	<input type="checkbox"/>	<input type="checkbox"/>	_____		
e. Any other occupation, business or profession?	<input type="checkbox"/>	<input type="checkbox"/>	_____		
If answer to any question is "Yes", give details: _____			_____		

10. Does any applicant engage in any:			14. Has any Applicant:		
a. Legal Aid Societies?	<input type="checkbox"/>	<input type="checkbox"/>	a. Ever been refused admission to practice, disbarred, suspended from practice or formally reprimanded by any court or administrative agency?	<input type="checkbox"/>	<input type="checkbox"/>
b. Outside pro bono work?	<input type="checkbox"/>	<input type="checkbox"/>	b. Ever sustained a Lawyer's Professional Liability Loss or had a claim made against him?	<input type="checkbox"/>	<input type="checkbox"/>
c. Teaching activities?	<input type="checkbox"/>	<input type="checkbox"/>	c. Knowledge or information might give rise to a claim or suit arising out of the performance of professional services for others as a lawyer?	<input type="checkbox"/>	<input type="checkbox"/>
11. If Applicant is employed, name of employer: _____			d. Been refused coverage or cancelled by any company or Lloyds? (This question is not applicable in Missouri.)	<input type="checkbox"/>	<input type="checkbox"/>
Is employer insured with The Cincinnati? _____	<input type="checkbox"/>	<input type="checkbox"/>			
If "Yes", policy number _____					
12. In what branch of your profession do you specialize? _____					
Describe your practice by showing the percentage involving the following:					
Patent	_____	%			
Title Searching	_____	%			
Abstracting	_____	%			
Plaintiff	_____	%			
Criminal	_____	%			
Other	_____	%			
Total	_____	%			

15. Name of previous carrier: _____ Policy Number _____
16. Have you ever been insured under a "claims-made" policy? ☐ Yes ☐ No If "Yes," has Extended Reporting Period coverage been purchased from previous carrier? ☐ Yes ☐ No
17. Do you understand and agree that, where applicable, defense costs are included within the Limit of Insurance and in the event the Limit of Insurance is exhausted prior to the reduction of any pending claim or suit to settlement of final judgment, the Company shall have a right to withdraw from the further defense thereof by tendering control of said defense to the Applicant? _____

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Signing of this application does not bind the Insurer to issue the insurance, but the undersigned understands and agrees that this application form and the statements made by the undersigned hereon shall be the basis of any insurance policy to be issued and shall be deemed attached to and shall form part of the policy.

I certify that the answers hereon are true, accurate and complete to the best of my knowledge. (ALL Applicants must sign.)

Date

Agent's Signature

Date

Agency and Code Number

Agent's Name and License Number (Florida only)

☐ THE CINCINNATI INSURANCE COMPANY
☐ THE CINCINNATI CASUALTY COMPANY
☐ THE CINCINNATI INDEMNITY COMPANY

PROFESSIONAL LIABILITY APPLICATION
(PODIATRISTS)

1. Name: _____
2. Business Address: _____
3. Coverage **A** - Individual Professional Liability
 Limits of Insurance (each medical incident / aggregate):
 _____ 100/300 _____ 200/600 _____ 250/750 _____ 300/900 _____ 1m/3m
4. Proposed effective date: _____
5. If employed, by whom and in what capacity? _____
6. States in which licensed to practice: _____
7. Medical Degree (College): _____; Year _____.
8. List specialty and any subspecialty: _____
9. Location and dates of podiatric residency: _____
10. a. Is applicant engaged in a medical partnership, association, limited liability company or professional corporation with other persons (i.e., a Business Entity)? ☐ No ☐ Yes
 If yes, give names: _____
 Is Business Entity coverage desired? ☐ No ☐ Yes
 Name of Business Entity: _____
 Limits of Insurance: (May not be more than the Coverage **A** Limit of Insurance)
 Coverage **B** - Business Entity Professional Liability
 Limits of Insurance: \$ _____ Each Business Entity Incident \$ _____ Aggregate
Note: One Limit of Insurance is applicable to Coverage **B**, regardless of the number of partners, members, etc.
- b. Do you own or operate any other type of facility? ☐ No ☐ Yes
 If yes, please explain: _____
11. Are you employed or have staff privileges at any hospital / clinic? ☐ No ☐ Yes
 If yes, please explain: _____
12. Has your license to practice or narcotics license ever been revoked, suspended, or subject to probation? ☐ No ☐ Yes
13. Have you ever been subject to disciplinary proceedings or reprimanded by an administrative agency, hospital / clinic, or professional association? ☐ No ☐ Yes
 If yes, please explain: _____
14. List names of all medical associations or colleges in which you are a member, fellow associate, or are certified:

15. Do you perform surgery? ☐ No ☐ Yes If yes, is it done in office or where? _____
 (Removal of warts, corns, ingrown toenails and bunions are not considered surgery.)
 List the surgical procedures you perform: _____

16. Do you perform surgery under general anesthesia? ☐ No ☐ Yes Where and who administers it:

17. Do you engage in surgical procedures on bone structure? ☐ No ☐ Yes

18. How many of the following support personnel are employed by you or your group?

A. _____ Technicians D. _____ Medical Assistants G. _____ Acupuncture Technicians
B. _____ Nurses (RN, LVN, LPN) E. _____ Physician Assistants H. _____ Other (Describe)
C. _____ Nurse Anesthetists F. _____ Physiotherapists

19. Have you ever had your professional liability insurance declined, cancelled or renewal refused?
(This question is not applicable in Missouri.) ☐ No ☐ Yes

20. Have you ever had your professional liability insurance issued on a restrictive basis? ☐ No ☐ Yes

21. Have you ever had a claim / suit for alleged error, mistake or malpractice or are you aware of any incident
which may develop into a claim / suit? ☐ No ☐ Yes

If yes, explain: _____

22. a. Expiration date of present professional liability insurance: _____

b. Name of present insurance carrier: _____

c. How long have they written your insurance? _____

d. Have you ever been insured under a claims-made policy? ☐ No ☐ Yes

If yes, has extended reporting period coverage been purchased from previous carrier? ☐ No ☐ Yes

The foregoing answers / statements are complete and correct to the best of my knowledge and belief. If more space is needed, attach a separate sheet of paper with details.

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Applicant's Signature Date

Agent's Signature Date

Agency and Code Number

Agent's Name and License Number (Florida only)

- ☐ **THE CINCINNATI INSURANCE COMPANY**
☐ **THE CINCINNATI CASUALTY COMPANY**
☐ **THE CINCINNATI INDEMNITY COMPANY**

REAL ESTATE ERRORS AND OMISSIONS APPLICATION

☐ Quote ☐ Issue

1. Name of Insured: _____
2. Address: _____
3. Total sales staff: _____
4. Number of years in business: _____ Licensed as broker: _____
5. Have you or anyone operating under your broker's license ever sustained an Errors or Omissions loss or had such claim presented? ☐ Yes ☐ No
If so, give details: _____
6. Have you knowledge or information of any occurrence which might give rise to a claim against you?
☐ Yes ☐ No
If so, give details: _____
7. What is your Total Gross Annual Income from Real Estate Services (other than management):
\$ _____
8. What is your Total Gross Annual Income from Real Estate Management: \$ _____
9. Limits of Insurance Desired: _____ each professional incident
_____ annual aggregate
10. Proposed Effective Dates: From _____ To _____
11. Amount of Deductible each professional incident (Note - not written full coverage basis)
\$2,500 ☐ \$5,000 ☐ \$7,500 ☐ \$10,000 ☐
12. Describe Real Estate Agent's services rendered to clients, especially state extent of any title search or appraisal activities

13. To what Professional Associations do you belong? _____

14. Are you involved in property management? ☐ Yes ☐ No
Please describe to what extent. _____

15. Name of previous carrier: _____ Policy No.: _____
16. Have you ever been insured under a "claims-made" policy? ☐ Yes ☐ No If "Yes," has Extended Reporting Period coverage been purchased from previous carrier? ☐ Yes ☐ No

17. Complete the information requested below:

Salesperson's Name	Years Experience In Real Estate Sales	Any Previous E&O Claims If So, Explain

18. Is Notary Public E&O coverage desired? ☐ Yes ☐ No If "Yes" what is the number of licensed notaries: _____

19. Have you or anyone else in your employ ever sustained a Notary E&O loss or had such a claim presented? ☐ Yes ☐ No

If "Yes," please give details: _____

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Applicant's Signature

Date

Agent's Signature

Date

Agency and Code Number

Agent's Name and License Number (Florida only)

- ☐ THE CINCINNATI INSURANCE COMPANY
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 - ☐ THE CINCINNATI INDEMNITY COMPANY

INSURANCE AGENTS AND BROKERS ERRORS AND OMISSIONS POLICY APPLICATION

(Policy Subject to Annual Adjustment)

1. Name of Insured: _____
2. Address: _____
3. Annual Premium Volume (last calendar year)
- | | | | |
|-------------------------------------|----------|-------------------------------|----------|
| (a) Life Insurance (Commissions) | \$ _____ | (d) Excess and Surplus Lines | \$ _____ |
| (b) Mutual Funds / Securities | \$ _____ | (e) Consulting / Advisor Fees | \$ _____ |
| (c) Accident & Health (Commissions) | \$ _____ | (f) Property / Casualty | \$ _____ |
4. What is your percentage of (f) above that is Personal Lines Volume? _____ %
5. Have you ever sustained an Errors or Omissions loss or had such claim presented? ☐ Yes ☐ No
- If so, give details: _____
6. Have you knowledge or information of any occurrence which might give rise to a claim against you? ☐ Yes ☐ No
- If so, give details: _____
7. Are any agents licensed to sell securities or mutual funds? ☐ Yes ☐ No
- If "Yes": a. Check licenses held by applicant: ☐ Agent ☐ Broker
- ☐ Surplus Lines Broker ☐ Managing General Agent
- ☐ Securities for Mutual Funds Sales (NASD)
- ☐ Life & A&H Agent
- b. List the names of the applicant or individuals that have an NASD license: _____
8. Have you a surplus lines license? ☐ Yes ☐ No
9. Have you a double-check system for renewals? ☐ Yes ☐ No
- If so, give details: _____
10. Are you engaged in any other business or profession? ☐ Yes ☐ No
- If so, give particulars: _____

11. Please give information as requested for all agency principals and licensed employees.

	Names	Years With Firm	Professional Designations	Position	Previous Experience
Licensed Owners, Partners, Officers, Directors					
Employed Licensed Solicitors or Producers					
All Other Employees					

Are there any Solicitors, Producers, or Office Brokers who are not employees of the Agency? ☐ Yes ☐ No

12. Have any companies retired from your agency in the past three years? ☐ Yes ☐ No

If so, for what reason? _____

13. Do you place business on a brokerage basis? ☐ Yes ☐ No Volume of insurance brokered: \$ _____

Types of insurance brokered: _____

14. Do you accept brokerage business? ☐ Yes ☐ No What types? _____

What percentage of your total business is brokerage? _____ %

15. Do you, in the course of your business as insurance agent or broker, solicit, negotiate, or effect excess or surplus lines? ☐ Yes ☐ No

If so, what percentage of your total business? _____ %

Through what sources is this placed? _____

16. Do you specialize in any particular type of insurance? ☐ Yes ☐ No Type _____

If so, what percentage is this of your total business? _____ %

17. Have you merged with or acquired any other agencies in the past three years? ☐ Yes ☐ No

If so, give details: _____

18. Name of previous carrier: _____ Policy No.: _____

Policy Period _____ to _____

19. Has any company cancelled or refused to renew any similar insurance? ☐ Yes ☐ No

(This question is not applicable in Missouri.)

If so, give details: _____

20. Have you ever been insured under a "claims-made" policy? ☐ Yes ☐ No

If "Yes," has an Extended Reporting Period Endorsement been purchased from the prior carrier? ☐ Yes ☐ No

21. Total number of **all** people handling insurance (including owners, officers, partners, clerical, etc.). _____

22. Names of non-employed solicitors to be included as insureds:

(a) _____

(b) _____

(c) _____

23. Limits of Insurance Desired: \$ _____ each wrongful act \$ _____ aggregate

24. Policy Period: From _____ To _____

25. Deductible (each claim) amount desired;
☐ \$5,000 minimum available, ☐ \$7,500, ☐ \$10,000, ☐ \$15,000, ☐ \$20,000.

26. To what agent's associations do you belong: _____

27. NOTARY PUBLIC ERRORS AND OMISSIONS - OPTIONAL COVERAGE

Names of Notaries to be added as named insureds and date their commission expires:

(a) _____	Commission Expires: _____
(b) _____	Commission Expires: _____
(c) _____	Commission Expires: _____

28. Do you want to buy back coverage for the sale of mutual funds, securities, or other financial services? ☐ Yes ☐ No
If "Yes," what is the number of licensed representatives? _____

29. Do you place business with any alternative Workers' Compensation plans? ☐ Yes ☐ No
If "Yes," please describe: _____

30. Does agency represent a "Professional Employer Organization (employee leasing firm)"? ☐ Yes ☐ No
If "Yes,"
(a) Is agency listed as an additional insured on the PEO's G.L. and Professional policies? ☐ Yes ☐ No
(b) In the contract with the PEO, are there hold-harmless and indemnification provisions in favor of the agency?
☐ Yes ☐ No
(c) Estimated annual fees received from PEO \$ _____
(d) Attach a copy of PEO contract.

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Applicant's Signature

Date

Agent's Signature

Date

Agency and Code Number

Agent's Name and License Number (Florida only)

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MEDICAL PROFESSIONAL LIABILITY APPLICATION

(REFER TO HOME OFFICE FOR APPROVAL - PRIOR TO BINDING)

☐ Quote ☐ Issue ☐ Policy Number _____

1. Name of Applicant: _____
 Date of Birth: _____
 Office Address: _____ City and State: _____ Zip: _____

2. Proposed Effective Dates: From _____ To _____

3. Limits of Insurance:
 Coverage **A** - Individual Professional Liability:
 \$ _____ Each Medical Incident \$ _____ Aggregate

4. The applicant is engaged in practice as _____ and is duly registered and licensed to practice his / her profession under the laws of all jurisdiction in which he / she practices.

5. Is applicant engaged in a medical partnership, association, limited liability company or professional corporation with other persons (i.e., a Business Entity)? ☐ Yes ☐ No

If "Yes," give names: _____

6. Is Business Entity coverage desired? ☐ Yes ☐ No

Name of Business Entity: _____

Limits of Insurance: (May not be more than the Coverage **A** Limit of Insurance)

Coverage **B** - Business Entity Professional Liability
 \$ _____ Each Business Entity Incident \$ _____ Aggregate

Note: One Limit of Insurance is applicable to Coverage **B**, regardless of the number of partners, members, etc.

7. The names of professional employees and in what capacity employed:

8. Is applicant connected with any partnership or corporation other than described in Item 5? ☐ Yes ☐ No

9. Is applicant an owner or operator of a hospital, sanitarium, or clinic with bed and board facilities? ☐ Yes ☐ No

If "Yes," to any above, describe fully: _____

10. In what cities and states does applicant perform his / her practice? _____

11. Has the applicant had a claim made or suit brought against him / her for actual or alleged malpractice, error, or mistake in the past five years? ☐ Yes ☐ No If "Yes," describe fully, including amounts paid: _____

12. During the past three years, has any insurer cancelled any similar insurance issued to the applicant or declined to issue such insurance? (This question is not applicable in Missouri.) ☐ Yes ☐ No

If "Yes," indicate company and reasons: _____

Name of Previous Carrier: _____ Policy Number: _____

13. Has applicant ever been insured under a "claims-made" policy? ☐ Yes ☐ No (If "Yes," has Extended Reporting Period Endorsement been purchased from the prior carrier? ☐ Yes ☐ No)

14. The applicant is a member in standing of the following Medical Associations: _____

Graduated from (University or College): _____ Degree: _____ Year: _____

If employed, by whom and in what capacity: _____

If foreign medical school graduate, are you certified by the educational council for foreign medical graduates?

☐ Yes ☐ No - if "Yes," year certified: _____

Certified specialist or diplomat of the following National Boards: _____

PHYSICIANS / SURGEONS SUPPLEMENTARY APPLICATION

Physicians and Surgeons - Complete the following:-

Check the box ☐ applicable to your practice.

- | | | |
|--|--|---|
| <p>A</p> <ul style="list-style-type: none"> <input type="checkbox"/> Anesthesiology <input type="checkbox"/> Abdominal Surgery <input type="checkbox"/> Cardiac Surgery <input type="checkbox"/> Cardiovascular Surgery <input type="checkbox"/> Colon and Rectal Surgery <input type="checkbox"/> Emergency room - major surgery <input type="checkbox"/> Emergency room - no surgery <input type="checkbox"/> Endocrinology Surgery <input type="checkbox"/> Gastroenterology Surgery <input type="checkbox"/> General Surgery | <ul style="list-style-type: none"> <input type="checkbox"/> Gynecology Surgery <input type="checkbox"/> Geriatrics Surgery <input type="checkbox"/> Hand Surgery <input type="checkbox"/> Head and Neck Surgery <input type="checkbox"/> Laryngology Surgery <input type="checkbox"/> Neoplastic Surgery <input type="checkbox"/> Nephrology Surgery <input type="checkbox"/> Neurology Surgery <input type="checkbox"/> Obstetrics Surgery <input type="checkbox"/> Obstetrics / Gynecology Surgery | <ul style="list-style-type: none"> <input type="checkbox"/> Ophthalmology Surgery <input type="checkbox"/> Orthopedic Surgery <input type="checkbox"/> Otolaryngology Surgery <input type="checkbox"/> Otorhinolaryngology Surgery <input type="checkbox"/> Plastic Surgery <input type="checkbox"/> Rhinology Surgery <input type="checkbox"/> Thoracic Surgery <input type="checkbox"/> Traumatic Surgery <input type="checkbox"/> Vascular Surgery <input type="checkbox"/> Urological Surgery |
|--|--|---|

B. If **none** of the above, your specialty is _____ and answer the following questions (1 and 2):

(1) Check box ☐ for the following medical techniques or procedures you perform:

- | | |
|--|---|
| <ul style="list-style-type: none"> <input type="checkbox"/> Acupuncture - other than acupuncture anesthesia <input type="checkbox"/> Angiography <input type="checkbox"/> Arteriography <input type="checkbox"/> Catheterization - arterial, cardiac, or diagnostic - other than (a) the occasional emergency insertion of pulmonary wedge pressure recording catheters or temporary pacemakers, (b) urethral catheterization, or (c) umbilical cord catheterization for diagnostic purposes or for monitoring blood gases in newborns receiving oxygen <input type="checkbox"/> Cryosurgery - other than use on benign or premalignant dermatological lesions <input type="checkbox"/> Discograms <input type="checkbox"/> Lasers - used in therapy <input type="checkbox"/> Lymphangiography <input type="checkbox"/> Myelography | <ul style="list-style-type: none"> <input type="checkbox"/> Phlebography <input type="checkbox"/> Pneumoencephalography <input type="checkbox"/> Radiation Therapy - including x-ray laboratories <input type="checkbox"/> Shock Therapy <input type="checkbox"/> Colonoscopy <input type="checkbox"/> Endoscopic Retrograde Cholangiopancreatography <input type="checkbox"/> Laparoscopy (Perioperative) <input type="checkbox"/> Needle Biopsy - including lung and prostate, but not including liver, kidney, or bone marrow biopsy <input type="checkbox"/> Pneumatic or mechanical esophageal dilatation (not bougie or olive) <input type="checkbox"/> Radiopaque Dye Injections - into blood vessels, lymphatics, sinus tracts, or fistulae |
|--|---|

(2) Do you perform? (Check the appropriate box)

- | | |
|---|--|
| <ul style="list-style-type: none"> <input type="checkbox"/> No Surgery <input type="checkbox"/> Minor Surgery <input type="checkbox"/> Major Surgery | <p>Other than incision of boils and superficial abscess, or suturing of skin or superficial fascia. Including obstetrical procedures not constituting major surgery, or assisting in major surgery on your own patients. Tonsillectomies, adenoidectomies, and Caesarean sections shall be considered major surgery.</p> <p>Includes operations in or upon any body cavity including but not limited to the cranium, thorax, abdomen, or pelvis, or any other operation which because of the condition of the patient or the length or circumstances of the operation presents a distinct hazard to life. It also includes: removal of tumors, open bone fractures, amputations, the removal of any gland or organ, plastic surgery and any operation done using general anesthesia.</p> |
|---|--|

The foregoing answers / statements are complete and correct to the best of my knowledge and belief. If more space is needed, attach a separate sheet of paper with details.

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Date

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Agency and Code Number

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TRAVEL AGENTS ERRORS AND OMISSIONS APPLICATION

- ☐ Quote
☐ Issue
☐ Renewal of Policy No. _____

1. Name of Insured: _____
2. Address: _____
3. Total number of employees: _____
4. Number of Years in business: _____ Years under present ownership: _____
5. a. What is your total gross receipts from retail business? \$ _____
b. What is your total gross receipts from wholesale business? \$ _____
c. What amount of the total of (a) & (b) above are fares generated through the issuance of standard transportation tickets? \$ _____
6. Does your agency operate tours? ☐ Yes ☐ No
7. Does your agency arrange tours utilizing a tour company? ☐ Yes ☐ No
If "Yes," please give full details and enclose brochures and a copy of any contractual liability agreements with tour companies.
8. Is your agency actively involved in the sale of student and / or adventure tours (i.e., skiing, river rafting, mountaineering, safaris, skin diving, etc.)? ☐ Yes ☐ No If "Yes," please give details: _____

9. In what trade associations or professional societies are you an active member? _____

10. During the past five years has any insurer cancelled any similar insurance issued to you or declined to issue such insurance? (This question is not applicable in Missouri.) ☐ Yes ☐ No
If "Yes," give details: _____

11. Have you had a claim or suit brought against you in the past five years? ☐ Yes ☐ No
If "Yes," please give details: _____

12. Is your expiring policy a "claims-made" policy? ☐ Yes ☐ No If "Yes," has Extended Reporting Period coverage been purchased from the previous carrier? ☐ Yes ☐ No
13. Do you desire prior acts coverage? ☐ Yes ☐ No If "Yes," please complete application PA-008
14. Does your agency offer services other than travel arrangements? ☐ Yes ☐ No If "Yes," please give details: _____

15. Does your agency offer Travel Insurance? ☐ Yes ☐ No If "Yes," please list bonding company you are insured with: _____

16. Limits of Insurance desired:

Each Incident / Aggregate ☐ \$100,000/100,000 ☐ \$300,000/300,000
 ☐ \$500,000/500,000 ☐ \$1,000,000/1,000,000

17. Deductible (each incident) amount desired: ☐ \$250 minimum available

☐ \$500 ☐ \$2,500 ☐ \$5,000 ☐ \$25,000

18. Proposed effective dates: From _____ To _____

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Applicant's Signature

Date

Agent's Signature

Date

Agency and Code Number

Agent's Name and License Number (Florida only)

- ☐ THE CINCINNATI INSURANCE COMPANY
☐ THE CINCINNATI CASUALTY COMPANY
☐ THE CINCINNATI INDEMNITY COMPANY

COSMETOLOGY OR BARBERING SCHOOL PROFESSIONAL LIABILITY SUPPLEMENTAL APPLICATION

- ☐ Issue
☐ Quote

- ☐ New
☐ Renewal of Policy Number: _____
☐ Add to Policy Number: _____

Applicant: _____

1. *Instructors Number _____ *Students Number _____ (Average daily attendance)

*Include total for all locations.

2. If coverage for hair removal via electrolysis is desired, please indicate the number of instructors and students providing this service: Number _____

3. Please indicate (☒) which of the following services are rendered to patrons:

<input type="checkbox"/> Hair Cutting / Styling	<input type="checkbox"/> Hair Coloring	<input type="checkbox"/> Hair Straightening	<input type="checkbox"/> Manicures	<input type="checkbox"/> Pedicures
<input type="checkbox"/> Permanent Waving	<input type="checkbox"/> Hair Removal*	<input type="checkbox"/> Facials	<input type="checkbox"/> Massages †	<input type="checkbox"/> Plastic Surgery or removal of warts, moles or other growths ▪
<input type="checkbox"/> Weight reducing treatments ▪	<input type="checkbox"/> Steam Baths ▪	<input type="checkbox"/> Saunas ▪	<input type="checkbox"/> Body Wrapping ▪	<input type="checkbox"/> Tanning ▪
<input type="checkbox"/> Permanent Cos- metic Makeup ▪	<input type="checkbox"/> Tattooing ▪	<input type="checkbox"/> Skin Peeling ▪	<input type="checkbox"/> Body Piercing (including ear) ▪	<input type="checkbox"/> Implantation or Transplantation of Hair ▪

Please list and describe any other services rendered to patrons: _____

- * Use of x-rays, ionizing radiation or photo coagulation techniques are not covered. (Coverage for electrolysis may be purchased.)
- † Massage, other than facial or scalp, is not covered.
- Liability arising from these services is not covered.

4. Describe method used for sanitizing manicuring implements: _____

5. Limits of Liability:
- Each Professional Incident \$ _____
- Professional Liability Aggregate \$ _____

6. Is a "test curl" method (checking condition of hair and scalp in 10- and 20-minute intervals) used?
☐ Yes ☐ No

7. Do you give skin tests before applying hair dyes and shampoo tints? ☐ Yes ☐ No

8. Are precautions taken when permanent waving hennaed, bleached or over-processed hair, so as to prevent damage? ☐ Yes ☐ No

9. Do you keep records (name, address and dates of treatments) on all persons receiving permanent waves and hair dyes? ☐ Yes ☐ No
10. During the past three years has any insurer canceled any similar insurance issued to the Applicant referenced above or declined to issue such insurance? (This question is not applicable in Missouri.) ☐ Yes ☐ No
If yes, please explain circumstances: _____

11. Has the Applicant referenced above, or anyone currently providing services on their behalf, ever had a claim or suit brought against them alleging a professional error, mistake or malpractice? ☐ Yes ☐ No
If yes, please explain circumstances: _____

12. Are you accredited by The National Accrediting Commission of Cosmetology Arts and Sciences (NACCAS)?
☐ Yes ☐ No
- a. If yes, how long have you continuously been accredited by NACCAS? _____
- b. If no, are you accredited by any other organization? ☐ Yes ☐ No If yes:
(1) Please name this organization: _____

(2) Is the above-named accrediting organization officially recognized and approved by the U.S. Department of Education? ☐ Yes ☐ No
13. Have you ever used methyl methacrylate polymers (MMA) in your artificial nails or nail products?
☐ Yes ☐ No
If yes, describe any usage of MMA in your business: _____

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Signature of Applicant or Applicant's Legal Representative

Date

Print or type name above

Title

Agent's Signature

Date

Agency and Code Number

Agent's Name and License Number (Florida only)

- ☐ THE CINCINNATI INSURANCE COMPANY
☐ THE CINCINNATI CASUALTY COMPANY
☐ THE CINCINNATI INDEMNITY COMPANY

RELIGIOUS INSTITUTIONS WRONGFUL ACTS QUESTIONNAIRE

☐ Quote

☐ Attach to Policy Number _____

Name of Insured: _____

Address: _____

1. Previous Wrongful Acts / Directors and Officers Liability Insurance Policy or Endorsement:

Limits _____ Policy Period _____

Company _____ Premium _____

Claims-Made Policy: ☐ Yes ☐ No If "Yes", is extended reporting period coverage being written by the previous carrier? ☐ Yes ☐ No

2. Has any similar insurance been declined, cancelled or not renewed? (This question is not applicable in Missouri.)
☐ Yes ☐ No If "Yes", indicate company, date and reasons for termination or declination:

3. Has any claim been made or is now pending against any person in their capacity as a Director or Officer? ☐ Yes ☐ No
 If "Yes", please indicate date of claim, nature of claim and present status of the claim: _____

4. Does any Director or Officer have any knowledge of any act, error or omission which might give rise to a claim against them? ☐ Yes ☐ No If "Yes", please detail: _____

5. Does the Applicant utilize subcontracted labor? ☐ Yes ☐ No If "Yes", what duties are performed by the subcontracted labor? _____

6. Does the Applicant have any employees? ☐ Yes ☐ No If "Yes", how many? If "Yes", what duties are performed?

7. Does the Applicant have any business interests such as schools, rental units, golf courses, restaurants, health clubs, etc.? ☐ Yes ☐ No If "Yes", what exposures exist? _____

8. Limits of Insurance Desired: \$ _____ Each Claim \$ _____ Aggregate

9. Remarks and Special Instructions: _____

* If the answers to any of the questions 5 through 7 are "Yes", a Non-Profit Organization D&O policy offered by the Bond & Executive Risk Department should be considered.

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Applicant's Signature

Date

Agent's Signature

Date

Agency and Code Number

Agent's Name and License Number (Florida only)

☐ THE CINCINNATI INSURANCE COMPANY
☐ THE CINCINNATI CASUALTY COMPANY
☐ THE CINCINNATI INDEMNITY COMPANY

DENTIST'S PROFESSIONAL LIABILITY RENEWAL QUESTIONNAIRE

SEPARATE QUESTIONNAIRE TO BE COMPLETED BY EACH DENTIST

Named Insured _____

Policy Number _____

Name of Applicant _____

Thank you for continuing your Dentist's Professional Liability coverage with our Company. To ensure that you are properly classified, please respond to the following questions. Please fully explain any "YES" answers to the following questions in the space provided for "Remarks".

- | | YES | NO |
|---|--------------------------|--------------------------|
| 1. Has your practice changed in the past 12 months? (If "Yes", please be specific) | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Have you changed the legal definition of your practice (i.e., individual to partnership)? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Have you begun to perform any dental procedures introduced in the last three years? | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Have you had your license to practice suspended, revoked or restricted? | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Have you had hospital privileges granted, denied or revised? | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Have you voluntarily surrendered or had your DEA license suspended or revoked? | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. Have any grievances been filed against you with your dental society, peer review or OSHA? | <input type="checkbox"/> | <input type="checkbox"/> |
| 8. Have you participated in any continuing education courses? | <input type="checkbox"/> | <input type="checkbox"/> |
| 9. Have you begun or do you plan (during the next 12 months) to perform surgical placement of implants? If "Yes", please complete Section VIII of the PA 007 | <input type="checkbox"/> | <input type="checkbox"/> |
| 10. How many total hours per week, at all locations, do you practice? | | |
| 11. a. Dentist procedure checklist. Indicate the percentage of time devoted to the following activities and check the techniques or procedures you perform. Percentage must add up to 100%. Please do not list 100% General Dentistry. | | |

_____ % Endodontics

Do you treat only single rooted teeth? ☐ Yes ☐ No

Do you treat multi-rooted teeth? ☐ Yes ☐ No

Do you use Sargenti paste / cement? ☐ Yes ☐ No

_____ % Pedodontics

_____ % Orthodontics

_____ % Periodontics:

Check Appropriate Procedures / Cases Treated

_____ Gingivitis _____ Slight Periodontitis _____ Moderate Periodontitis

_____ Osseous Surgery _____ Advanced Periodontitis

_____ Refractory Progressive Periodontitis

_____ % Prosthodontics:

_____ Removable _____ Fixed

_____ % Surgery:

_____ Orthognathic Surgery _____ Reducing Fractures

_____ Traumatic Surgery - Please explain on the last page

_____ Other - Please describe on last page

_____ % General Dentistry (including simple extractions, but not procedures listed above)

_____ % Other, please describe (print or type): _____

- | | | | | |
|---|--------------------------|-----|--------------------------|----|
| b. 1. Do you extract third molars? If yes, | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| (a) Erupted | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| (b) Impacted, soft tissue or partial bony | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| (c) Impacted, other than soft tissue or other than partial bony | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| 2. Do you perform oral cancer examinations? | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |

12. Do you utilize any of the following anesthesia?
- a. Intramuscular sedation* (IM) ☐ Yes ☐ No
- b. General anesthesia * (includes deep sedation) ☐ Yes ☐ No
- *If "Yes", is IM or general anesthesia administered in the hospital only? ☐ Yes ☐ No
- Do you, an employee of yours or a trained anesthetist administer the general anesthesia or intramuscular sedation?
- ☐ Self, Employee ☐ Anesthetist - Independent Contractor
13. Please indicate limits of insurance requested:
- | | | |
|--|--|--|
| <input type="checkbox"/> \$100,000/\$300,000 | <input type="checkbox"/> \$200,000/\$600,000 | <input type="checkbox"/> \$300,000/\$900,000 |
| <input type="checkbox"/> \$500,000/\$500,000 | <input type="checkbox"/> \$500,000/\$1,000,000 | <input type="checkbox"/> \$1,000,000/\$1,000,000 |
| <input type="checkbox"/> \$1,000,000/\$2,000,000 | <input type="checkbox"/> \$1,000,000/\$3,000,000 | <input type="checkbox"/> \$2,000,000/\$4,000,000 |
14. Are you a member of a local, state or national dental association? ☐ Yes ☐ No
- If "Yes", please list name of association _____
15. Does your office comply with OSHA and ADA guidelines for infection control? ☐ Yes ☐ No
16. a. Do you utilize professional independent contractors in your practice? ☐ Yes ☐ No
- If "Yes", please explain your working relationship in the "Remarks" section of this application.
- If "Yes", a certificate of insurance with a minimum limit of \$1,000,000 is required from the independent contractor
- b. Does the independent contractor perform procedures beyond the scope that you perform? ☐ Yes ☐ No
- If "Yes", please explain in the "Remarks" section of this application.

REMARKS (INCLUDING PERTINENT INFORMATION NOT ASKED ABOVE)

(if more space is needed, please attach a separate piece of paper).

NOTE TO APPLICANT: PLEASE READ CAREFULLY

You agree that signing this questionnaire does not bind the Company to provide the insurance: however, this questionnaire will be the basis of the contract should a policy be issued. You certify that reasonable inquiry has been made to obtain the answers given in the questionnaire and that this questionnaire has been completed in a true, correct, and complete manner to the best of your knowledge and belief. You also certify that you are duly registered and licensed to practice your profession under the laws of all jurisdictions of which you practice.

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Applicant's Signature _____

_____ Date

Agent's Signature _____

_____ Date

Agency and Code Number _____

Agent's Name and License Number (Florida Only) _____

☐ THE CINCINNATI INSURANCE COMPANY ☐ Renewal of
☐ THE CINCINNATI CASUALTY COMPANY
☐ THE CINCINNATI INDEMNITY COMPANY ☐ Quotation

NURSE'S PROFESSIONAL LIABILITY APPLICATION ☐ Issue Separate Policy
☐ Endorse to Policy Number

All applicants must be approved by the Company before coverage is bound.

1. Name of Applicant: _____
 Address: _____ City and State: _____ Zip Code: _____
2. Effective Date: From _____ To _____
 (12:01 A.M. standard time at the address of the applicant as stated herein.)
3. Limits of Insurance: \$ _____ Each Medical Incident Annual Premium \$ _____
 (Minimum 100/300) \$ _____ Aggregate Three-Year Prepaid Premium \$ _____
4. Applicant is ☐ Registered Nurse ☐ Licensed Practical Nurse ☐ Student Nurse Other _____
5. Place of Employment _____
6. To what Professional Association does applicant belong? _____
7. Has applicant carried or does applicant now carry Professional Liability Insurance? ☐ Yes ☐ No
8. Name of previous carrier _____ Policy Number _____
9. The number of years in nursing _____
10. Has applicant been refused or canceled by any Company? (This question is not applicable in Missouri.) ☐ Yes ☐ No
 If "Yes," for what reason? _____
11. States you are licensed in: _____
12. Has your license ever been suspended or revoked? ☐ Yes ☐ No If "Yes," please explain on back.
13. Have any claims been made against applicant in the past? ☐ Yes ☐ No
 If "Yes," give details _____
14. Have you ever been insured under a "claims-made" policy? ☐ Yes ☐ No If "Yes," and prior acts or omissions coverage is desired, refer to Application PA-008.
15. Does applicant operate a Home for the Aged or a Convalescent or Nursing Home? ☐ Yes ☐ No
16. Does applicant administer Anesthesia? ☐ Yes ☐ No
17. Does applicant perform X-ray Therapy? ☐ Yes ☐ No
18. Does applicant have any other specialized training? ☐ Yes ☐ No
 If "Yes," give details _____
19. Indiana Only, State License Number _____

The foregoing answers / statements are complete and correct to the best of my knowledge and belief. If more space is needed, attach a separate sheet of paper with details.

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Applicant's Signature

Date

Agent's Signature

Date

Agency and Code Number

Agent's Name and License Number (Florida only)

Nurse's Professional Liability Policy

NURSE'S PROFESSIONAL LIABILITY POLICY - TABLE OF CONTENTS

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<p>THIS POLICY FORM ALONG WITH THE DECLARATIONS AND ANY ENDORSEMENTS COMPLETES THIS POLICY.</p>
--

NURSE'S PROFESSIONAL LIABILITY POLICY

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and what is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Nurse's Professional Liability Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II - WHO IS AN INSURED**.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION V - DEFINITIONS**.

SECTION I - COVERAGE

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as "damages" because of injury caused by a "medical incident". We will have the right and duty to defend any "suit" seeking those "damages". However, we will have no duty to defend the insured against any "suit" seeking "damages" to which this insurance does not apply. We may, at our discretion, investigate any "medical incident" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for "damages" is limited as described in **SECTION III - LIMITS OF INSURANCE**; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless expressly provided for under **SECTION I - COVERAGE**, Paragraph 3. **Supplementary Payments**.

- b. This insurance applies to injury only if:

- (1) The "medical incident" takes place in the "coverage territory"; and
- (2) The earlier of the following first occurs during the "coverage term":
 - (a) The first injury arising from the "medical incident" occurs; or
 - (b) The first injury arising from the "medical incident" begins to occur.

2. Exclusions

This insurance does not apply to:

a. Abuse or Molestation

Any liability based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any actual, alleged or threatened abuse or molestation of any person.

b. Aircraft, Auto or Watercraft

Injury arising out of the ownership, maintenance, operation, use, entrustment, loading or unloading of any motor vehicle, trailer, watercraft, or aircraft.

However, this exclusion does not apply to loading or unloading of patients from any "ambulance".

c. Asbestos

Injury arising out of, attributable to, or any way related to asbestos in any form or transmitted in any manner.

d. Contractual Liability

Any liability for which the insured is obligated to pay "damages" by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for "damages" that the insured would have in the absence of the contract or agreement.

e. Discrimination

Any liability based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving discrimination.

f. Dishonest, Criminal or Malicious Acts

Acts, errors or omissions of any insured that are dishonest, criminal or malicious.

g. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured sustained in the "workplace";
- (2) An "employee" of the insured arising out of the performance of duties related to the conduct of the insured's business; or

- (3) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraphs (1) or (2) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share "damages" with or repay someone else who must pay "damages" because of the injury.

h. Employment-Related Practices

Injury to:

- (1) A person arising out of any:
- (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Other employment-related practices, policies, acts or omissions including but not limited to coercion, criticism, demotion, evaluation, failure to promote, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of injury to that person at whom any of the employment-related practices described in Paragraphs (1)(a), (b) or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (1) (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share "damages" with or repay someone else who must pay "damages" because of the injury.

i. Nuclear

Any liability based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving the hazardous properties, including radioactive, toxic or explosive properties, of any nuclear material. Nuclear material means any source material, special nuclear material, or by-product materials as those terms are

defined under the Atomic Energy Act of 1954 or any amendments thereto.

j. Other Operations

"Damages" for which the insured may be held liable as a proprietor, superintendent, executive officer, stockholder or member of the board of directors, trustees or governors of any hospital, sanitarium, clinic with bed and board facilities, nursing home, laboratory or other business enterprise.

k. Pollutant

Injury arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release, escape or emission of "pollutants" at any time.

l. Pollutant-Related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for "damages" because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

m. Violation of an Antitrust Law

Any claim for "damages" arising out of the violation of an antitrust law.

n. War

Injury, however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

o. Workers' Compensation and Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or un-

employment compensation law or any similar law.

3. Supplementary Payments

We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
- e. Prejudgment interest awarded against the insured on that part of the judgment we become obligated to pay and which falls within the applicable limit of insurance. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest that is based on the period of time after the offer.
- f. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

SECTION II - WHO IS AN INSURED

Each of the following is an insured:

1. Each individual designated in the Nurse's Professional Liability Declarations is an insured.
2. Your legal representative, if you die, but only with respect to their duties as such. That representative will have all your rights and duties under this Policy.

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Nurse's Professional Liability Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or

- c. Persons or organizations making claims or bringing "suits".

2. The Aggregate Limit is the most we will pay for the sum of all "damages" for all claims or "suits" to which this insurance applies.
3. The Each Medical Incident Limit is the most we will pay for "damages" arising out of any one "medical incident".

The Limits of Insurance of this Policy apply separately to each "coverage term".

SECTION IV - CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Policy.

2. Cancellation

- a. The first Named Insured shown in the Nurse's Professional Liability Declarations may cancel this policy by mailing or delivering to us in advance, written notice of cancellation.
- b. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - (2) 30 days before the effective date of cancellation if we cancel for any other reason.
- c. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
- d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- e. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- f. If notice is mailed, proof of mailing will be sufficient proof of notice.

3. Changes

This policy contains all agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Nurse's Professional Liability Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be

amended or waived only by endorsement issued by us and made a part of this policy.

4. Duties in the Event of Medical Incident, Claim or Suit

- a.** You must see to it that we are notified promptly of every "medical incident" which may result in a claim. Notice should include:
 - (1)** How, when and where the "medical incident" took place; and
 - (2)** The names and addresses of any injured persons and witnesses.
- b.** If a claim is made or "suit" is brought against any insured, you must see to it that we receive prompt written notice of the claim or "suit".
- c.** You and any other involved insured must:
 - (1)** Immediately send us copies of any demands, notices, summonses, or legal papers received in connection with the claim or "suit";
 - (2)** Authorize us to obtain records and other information;
 - (3)** Cooperate with us in the investigation, settlement or defense of the claim or "suit"; and
 - (4)** Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d.** No insureds will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our written consent.

5. Legal Action Against Us

No person or organization has a right under this Policy:

- a.** To join us as a party or otherwise bring us into a "suit" asking for "damages" from an insured; or
- b.** To sue us under this Policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on final judgment against an insured obtained after an actual trial; but we will not be liable for "damages" that are not payable under the terms of this Policy or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

6. Liberalization

If, within 60 days prior to the beginning of this Policy or during the policy period, we make any changes to any forms or endorsements of this Policy for which there is currently no separate premium charge, and that change provides more coverage than this Policy, the change will automatically apply to this Policy as of the latter of:

- a.** The date we implemented the change in your state; or
- b.** The date this Policy became effective; and

will be considered as included until the end of the current policy period. We will make no additional premium charge for this additional coverage during the interim.

7. Other Insurance

This insurance is excess over, and shall not contribute with any other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Policy.

8. Premiums

The first Named Insured shown in the Nurse's Professional Liability Declarations:

- a.** Is responsible for the payment of all premiums; and
- b.** Will be the payee for any return premiums we pay.

9. Representations

By accepting this policy, you agree:

- a.** The statements in the Nurse's Professional Liability Declarations are accurate and complete;
- b.** Those statements are based upon representations you made to us; and
- c.** We have issued this policy in reliance upon your representations.

10. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Policy to the first Named Insured, this insurance applies:

- a.** As if each Named Insured were the only Named Insured; and
- b.** Separately to each insured against whom claim is made or "suit" is brought.

11. Transfer of Your Rights and Duties Under this Policy

Your rights and duties under this policy may not be transferred except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

12. Transfer of Rights of Recovery Against Others to Us

If the insured has rights to recover all or part of any payment we have made under this Policy, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

13. When We Do Not Renew

If we decide not to renew this Policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

1. "Ambulance" means any aircraft, motor vehicle, trailer or watercraft equipped for transporting the sick or injured.
2. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
3. "Coverage term" means the following individual increment, or if a multi-year policy period, increments, of time, which comprise the policy period of this Policy:
 - a. The year commencing on the Effective Date of this Policy at 12:01 AM standard time at your mailing address shown in the Declarations, and if a multi-year policy period, each consecutive annual period thereafter, or portion thereof if any period is for a period of less than 12 months, constitute individual "coverage terms". The last "coverage term" ends at 12:00 AM standard time at your mailing address shown in the Declarations on the earlier of:
 - (1) The day the policy period shown in the Declarations ends; or
 - (2) The day the policy to which this Policy is attached is terminated or cancelled.

- b. However, if after the issuance of this Policy, any "coverage term" is extended for an additional period of less than 12 months, that additional period of time will be deemed to be part of the last preceding "coverage term".

4. "Coverage territory" means anywhere in the world, provided the original claim or "suit" for such "damages" is brought within the United States of America, its territories or possessions, Puerto Rico or Canada.
5. "Damages" means all compensatory monetary damages, including damages for death, which are payable because of injury to which this Policy applies.

However, "damages" shall not include civil or criminal fines or penalties imposed by law, punitive or exemplary damages, the multiplied portion of multiplied damages, any amount for which an insured is not financially liable, or any award that is uninsurable under the law governing this policy.

6. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
7. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" includes supervisors furnished to you by the labor leasing firm. "Leased worker" does not include a "temporary worker".

8. "Medical incident":

- a. Means a negligent act, error, omission or malpractice:
 - (1) In the rendering or failure to render "professional services" by:
 - (a) The insured; or
 - (b) Any person acting under the personal direction, control or supervision of the insured; or
 - (2) Arising out of the insured's serving as a member of a formal nursing accreditation, standards review or similar professional board or committee; and
- b. Shall include all related "medical incidents" arising out of the:
 - (1) Rendering or failure to render "professional services" to any one person; or
 - (2) Serving as a member of a formal nursing accreditation, standards review or similar professional board or committee in connection with a single person or organization,

as one "medical incident", regardless of the time frame over which such "medical incidents" occur.

9. "Pollutant" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, petroleum, petroleum products and petroleum by-products, and waste. Waste includes materials to be recycled, reconditioned or reclaimed. "Pollutants" include but are not limited to substances which are generally recognized in industry or government to be harmful or toxic to persons, property or the environment regardless of whether the injury or damage is caused directly or indirectly by the "pollutants" and whether:
 - a. The insured is regularly or otherwise engaged in activities which taint or degrade the environment; or
 - b. The insured uses, generates or produces the "pollutant".
10. "Professional services" means nursing services as governed by the applicable statutes, regulations or licensing laws of the jurisdiction in which the insured operates.
11. "Suit" means a civil proceeding in which money "damages" because of injury to which this insurance applies are alleged. "Suit" includes:
 - a. An arbitration proceeding in which such "damages" are claimed and to which the insured must submit or does submit with our consent;
 - b. Any other alternative dispute resolution proceeding in which such "damages" are claimed and to which the insured submits with our consent; or
 - c. An appeal of a civil proceeding.
12. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
13. "Workplace" means that place and during such hours to which the "employee" sustaining injury was assigned by you, or any other person or entity acting on your behalf, to work on the date of injury.

Previous Policy Number _____

NURSE'S PROFESSIONAL LIABILITY POLICY DECLARATIONS

Item	DECLARATIONS	POLICY NUMBER
1.	NAMED INSURED ADDRESS (Number & Street, Town, County, State & Zip No.)	
2.	Policy Period: 12:01 A.M, STANDARD TIME AT THE ADDRESS SHOWN ABOVE.	FROM: TO:
	REPRESENTATIVE: Agent or Broker Office Address Town and State	
	THE CINCINNATI INSURANCE COMPANY P.O. BOX 145496 CINCINNATI, OHIO 45250-5496 513-870-2000 A Stock Insurance Company	

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

3.	LIMITS OF INSURANCE					
	<table border="0"> <tr> <td>Nurse's Professional Liability</td><td>\$</td><td>Each Medical Incident</td><td>\$</td><td>Aggregate</td></tr> </table>	Nurse's Professional Liability	\$	Each Medical Incident	\$	Aggregate
Nurse's Professional Liability	\$	Each Medical Incident	\$	Aggregate		
4.	PREMIUM - Payable at Inception \$ Installment Payments \$ 1st Anniversary \$ 2nd Anniversary The "PREMIUM - Payable at Inception" is the total amount due for the Policy Period unless Installment Payments are shown. When Installment Payments are shown the "PREMIUM - Payable at Inception" is the amount due at the Inception Date and Installment Payments are due upon each Anniversary Date.					
5.	The insured is engaged in practice as a <input type="checkbox"/> Nurse (RN), <input type="checkbox"/> Licensed Practical Nurse, or <input type="checkbox"/> Student Nurse and is duly registered and licensed to practice their profession under the laws of all jurisdictions in which they practice.					
6.	ENDORSEMENTS attached to this policy:					

Countersigned _____ by _____

Date

Authorized Representative

IN WITNESS WHEREOF, this policy has been signed by our President and Secretary in the City of Fairfield, Ohio, but this policy shall not be binding upon us unless countersigned by an authorized representative of ours. This provision does not apply in Arizona, Virginia and Wisconsin.

Kenneth W. Stecher

Secretary

James E. Benock

President

TRAVEL AGENTS ERRORS AND OMISSIONS INSURANCE COVERAGE FORM - TABLE OF CONTENTS

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TRAVEL AGENTS ERRORS AND OMISSIONS INSURANCE COVERAGE FORM

Various provisions in this Coverage Part restrict this insurance. Read the entire Coverage Part carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Part the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II - WHO IS AN INSURED**.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION V - DEFINITIONS**.

SECTION I - COVERAGE

1. Insuring Agreement

- a. We will pay those sums, excess of the deductible, as stated in the Declarations, that the insured becomes legally obligated to pay as "damages" due to injury arising directly from a "travel agency incident". We will have the right and duty to defend the insured against any "suit" seeking those "damages". However, we will have no duty to defend the insured against any "suit" seeking "damages" for injury to which this insurance does not apply. We may, at our discretion, investigate any "travel agency incident" and settle any "claim" that may result. But:

- (1) The amount we will pay for "damages" is limited as described in **SECTION III - LIMITS OF INSURANCE**; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless expressly provided for under **SECTION I - COVERAGE**, Paragraph 3. **Supplementary Payments**.

- b. This insurance applies to injury only if:
- (1) The injury is caused by a "travel agency incident" that takes place in the "coverage territory"; and
 - (2) The earlier of the following first occurs during the "coverage term":

- (a) The first injury arising from the "interrelated injury" occurs; or
- (b) The first injury arising from the "interrelated injury" begins to occur; or
- (3) The first injury arising from "interrelated injury" occurred or began to occur prior to the policy period, provided any "claim" or "suit" emanating therefrom falls within the parameters of the insurance coverage provided by **SECTION VI - PRIOR ACTS** of this Coverage Part.

2. Exclusions

This insurance does not apply to:

a. Abuse or Molestation

Any liability based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any actual, alleged or threatened abuse or molestation of any person.

b. Asbestos

Injury arising out of, attributable to, or any way related to asbestos in any form or transmitted in any manner.

c. Bankruptcy, Insolvency, Receivership or Cessation of Operations

Any liability arising out of the bankruptcy, insolvency, receivership or cessation of operations of:

- (1) Any insured or other entity that any insured owns, controls, manages or has a financial interest in;
- (2) An unrelated "third party travel supplier"; or
- (3) Any other entity.

d. Bodily Injury, Property Damage or Personal and Advertising Injury

"Bodily injury", "property damage" or "personal and advertising injury", unless arising directly from a "travel agency incident".

e. Breach of Contract or Warranty and Administrative or Regulatory Actions

Any liability arising out of:

- (1) Breach of contract, except "personal and advertising injury" arising out of

an implied contract to use another's advertising idea in your "advertisement";

- (2) Breach of warranty or guarantee; or
- (3) Administrative or regulatory actions brought by any governmental agency or entity.

f. Breach of Contract, Failure to Perform, Wrong Description and Violation of Another's Rights

"Personal and advertising injury":

- (1) Arising out of breach of contract, except an implied contract to use another's advertising idea in your "advertisement";
- (2) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";
- (3) Arising out of the wrong description of the price of goods, products or services stated in your "advertisement"; or
- (4) Caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

g. Breach of Fiduciary Duty

Any liability arising out of the breach of the fiduciary duty of loyalty.

h. Common Control

A "claim" made or brought by any entity or individual which:

- (1) Is wholly or partially owned, operated, managed, or controlled by any insured;
- (2) Did wholly or partially own, operate, manage, or control any insured; or
- (3) Is wholly or partially under the same ownership, operation, management, or financial control as the insured.

i. Contractual Liability

Any obligation or liability of others assumed by an insured under any contract or agreement, either oral or written, except to the extent the insured would have been liable in the absence of the contract or agreement.

j. Deceptive Trade Practices and Anti-trust

Any liability arising out of:

- (1) Intentional false advertising;
- (2) Unfair or deceptive trade practices;
- (3) Unfair competition;
- (4) Price fixing;
- (5) Restraint of trade; or
- (6) Violation of any antitrust law.

k. Discrimination

Any liability based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving discrimination.

l. Dishonest, Fraudulent, Criminal or Malicious Acts

Acts, errors or omissions of any insured, or anyone for whom the insured is legally liable, that are dishonest, fraudulent, criminal or malicious.

m. Distribution of Material in Violation of Statutes

Any liability arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

n. Electronic Chatrooms or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

o. Electronic Data

"Damages" arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

p. ERISA

Any liability arising out of:

- (1) Any insured's activities as a fiduciary under the Employee Retirement Income Security Act of 1974 and any amendments thereof or any regula-

tion or orders issued pursuant thereto; or

- (2) Acts, errors or omissions of any insured which violate:

(a) The Employee Retirement Income Security Act of 1974 (ERISA); or

(b) The Pension Benefits Act and the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA),

including any amendments, regulations or enabling statutes pursuant thereto, or any similar federal, state, or provincial statute or regulation.

q. Employment-Related Practices

Injury to:

- (1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Other employment-related practices, policies, acts or omissions including but not limited to coercion, criticism, demotion, evaluation, failure to promote, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or

- (2) The spouse, child, parent, brother or sister of that person as a consequence of injury to that person at whom any of the employment-related practices described in Paragraphs (1)(a), (b) or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (1)(a), (b) or (c) above occurs before employment, during employment or after employment of that person;

- (2) Whether the insured may be liable as an employer or in any other capacity; and

- (3) To any obligation to share "damages" with or repay someone else who must pay "damages" because of the injury.

r. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured sustained in the "workplace";

- (2) An "employee" of the insured arising out of the performance of duties related to the conduct of the insured's business; or

- (3) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraphs (1) or (2) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and

- (2) To any obligation to share "damages" with or repay someone else who must pay "damages" because of the injury.

s. Expected or Intended Injury

Injury which may reasonably be expected to result from the intentional or criminal acts of an insured or which is in fact expected or intended by the insured, even if the injury or damage is of a different degree or type than actually expected or intended.

t. Falsity, Prior Publication, Criminal Act and Media and Internet Type Businesses

"Personal and advertising injury":

- (1) Arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity;

- (2) Arising out of oral or written publication of material whose first publication took place before the later of the following:

(a) The inception of this Coverage Part; or

(b) The "coverage term" in which insurance coverage is sought;

- (3) Arising out of a criminal act committed by or at the direction of the insured; or

- (4) Committed by an insured whose business is:

(a) Advertising, broadcasting, publishing or telecasting;

(b) Designing or determining content of websites for others; or

(c) An Internet search, access, content or service provider.

However, Paragraph (4) does not apply to Paragraphs 14.a., b., and c., of "personal and advertising injury" under **SECTION V - DEFINITIONS**.

For the purposes of Paragraph (4), the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

u. Foreign Trade or Travel Laws

Any liability arising out of violations by any insured of federal laws, statutes, regulations, rules or orders restricting foreign trade or travel by United States citizens or the spending of United States funds in foreign countries, including, but not limited to, violations of the Trading with the Enemy Act and the rules and regulations of the United States Treasury Department, Office of Foreign Assets Control or any "claim" that another party was caused to violate same due to an act, error or omission on the part of any insured.

v. Infringement of Copyright, Patent, Trademark or Trade Secret

Any liability arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights.

However, this exclusion does not apply to "personal and advertising injury" arising out of the infringement in your "advertisement", of copyright, trade dress or slogan.

w. Insurance

Any liability arising out of the:

- (1) Recommendation, sale, maintenance, procurement or failure to procure any insurance policy or bond; or
- (2) Investigation, adjustment, settlement or outcome of any insurance claim.

x. Insured Versus Insured

Liability arising out of injury suffered by an insured.

y. Labor Laws

Any liability arising out of violations of the Fair Labor Standards Act or any similar federal, provincial, state or local law pertaining to working conditions, work hours, employee benefits or wages.

z. Medical Services

Any liability arising out of:

- (1) Rendering or failing to render any first aid, medical, dental, surgical, nursing or therapeutic service or treatment;
- (2) The furnishing or failure to furnish any drugs, medications, medical or dental supplies or appliances; or
- (3) Negligence in the screening, selection, hiring, retention, training, instruction or supervision of any insured's "employees" or any other person or organization engaged in providing or failing to provide such services or treatment as described in (1) and (2) above.

aa. Nuclear

Any liability based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving the hazardous properties, including radioactive, toxic or explosive properties, of any nuclear material. Nuclear material means any source material, special nuclear material, or by-product materials as those terms are defined under the Atomic Energy Act of 1954 or any amendments thereto.

bb. Other Operations

Any liability arising out of or based upon the interests, operations or activities of any insured, or someone for whom an insured is legally liable, that is not specifically provided for in the definition of "professional travel agency services".

cc. Owned Conveyance

Any liability arising out of any insured's ownership, operation or maintenance of any "conveyance" which is in whole or in part, owned, operated or maintained by any insured.

dd. Pollutant

- (1) Any liability arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release, escape or emission of "pollutants", including any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for,

monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants"; or

- (2) Any "claim" arising out of, resulting from, or in any way caused by the failure to discover or disclose the existence or amount of "pollutants".

ee. Pricing

Any liability arising out of:

- (1) Failure to secure promotional offers;
- (2) Pricing changes; or
- (3) Misquotation or misstatement of applicable:
 - (a) Prices;
 - (b) Taxes;
 - (c) Costs;
 - (d) Cancellation provisions; or
 - (e) Payment terms.

ff. Property Damage

"Property damage" to:

- (1) Property any insured uses, owns, rents or occupies, including any costs or expenses incurred by any insured, or other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including costs associated with the prevention of injury to a person or damage to another's property;
- (2) Premises any insured sells, gives away or abandons;
- (3) Property loaned to any insured; or
- (4) Personal property of others in the care, custody or control of any insured.

gg. Securities Actions

Any liability arising out of:

- (1) Any security or any activities or transactions subject or claimed to be subject in whole or in part to the Securities Act of 1933, The Securities Exchange Act of 1934, The Public Utility Holding Company Act of 1935, The Trust Indenture Act of 1939, The Investment Company Act of 1940 or The Investment Advisors Act of 1940; or

- (2) Any purchase, sale or offering of any security to or from the public which is subject or claimed to be subject to any State Blue Sky or Securities Law,

or any rules or regulations issued pursuant to any of the aforementioned, all as heretofore or hereafter amended or replaced, without regard to the legal theory upon which any claim arising in connection therewith against any insured might be based or made.

hh. Sports or Recreational Equipment

Any liability arising out of the sale, rental or distribution of any sports or recreational equipment by any insured to others including, but not limited to, bicycles, rafts, snowmobiles, scuba diving or snorkeling equipment.

ii. Unentitled Gain, Profit or Advantage

Any liability arising out of:

- (1) Gain, profit or advantage to which any insured is not legally entitled;
- (2) Unauthorized or illegal credit card transactions;
- (3) Obligations related to debit memos;
- (4) Improper commingling of money;
- (5) Any insured's or a third party's inability or failure to pay or collect money or any other negotiable instrument; or
- (6) Any dispute over or demand for return of fees, charges or commissions.

jj. War

Injury, however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

kk. Workers' Compensation and Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits

or unemployment compensation law or any similar law.

3. Supplementary Payments

We will pay, with respect to any "claim" we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the "claim" or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- c. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
- d. Prejudgment interest awarded against the insured on that part of the judgment we become obligated to pay and which falls within the applicable limit of insurance. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest that is based on the period of time after the offer.
- e. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited with the court the part of the judgment that is within the applicable limit of insurance.
- f. Expenses incurred by the insured for first aid administered to others at the time of any "travel agency incident", for injury to which this insurance applies.
- g. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which coverage applies. We do not have to furnish these bonds.
- h. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

These payments will not reduce the limits of insurance.

SECTION II - WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members and your partners and their spouses are also insureds,

but only with respect to the conduct of your business.

- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

- a. Your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.
- b. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
- c. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
- d. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - (1) Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
 - (2) Coverage does not apply to injury that occurred before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below determine the most we will pay regardless of the number of:
 - a. Insureds;
 - b. "Claims" made or "suits" brought; or
 - c. Persons or organizations making "claims" or bringing "suits".
2. The most we will pay for the sum of all "damages" because of all injury arising out of any one "interrelated injury" is the amount shown under the Each Incident Limit shown in the Declarations.
3. The Aggregate Limit shown in the Declarations is the most we will pay for the sum of all "damages" arising from all "claims" to which this insurance applies.
4. Our obligation to pay "damages" resulting from "claims" arising out of a "travel agency incident" or "interrelated travel agency incidents" applies only to the amount of "damages" in excess of the deductible amount, if any, stated in the Declarations.

However, the deductible does not apply to **SECTION I - COVERAGE**, Paragraph 3. **Supplementary Payments**.

5. If we have paid any amounts in settlement or satisfaction of "claims" or judgments in excess of the limit of insurance, or within the amount of the deductible, the insureds, jointly and severally, shall be liable to us for any and all such amounts, including reasonable fees and expenses incurred by us in collecting those amounts.

The Limits of Insurance of this Coverage Part apply separately of each "coverage term".

SECTION IV - CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties in the Event of a Travel Agency Incident, Claim or Suit

- a. You must promptly notify us of a "travel agency incident" which may result in a "claim". Notice should include:
 - (1) How, when and where the "travel agency incident" took place;

- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "travel agency incident".

- b. If a "claim" is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the "claim" or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the "claim" or "suit" as soon as practicable.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

This Condition applies to each and every "claim" or "suit", irrespective of the dollar amount.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

1. To join us as a party or otherwise bring us into a "suit" asking for "damages" from an insured, or
2. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for "damages" that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settle-

ment and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Liberalization

If, within 60 days prior to the beginning of this Coverage Part or during the policy period, we make any changes to any forms or endorsements of this Coverage Part for which there is currently no separate premium charge, and that change provides more coverage than this Coverage Part, the change will automatically apply to this Coverage Part as of the latter of:

- a. The date we implemented the change in your state; or
- b. The date this Coverage Part became effective; and

will be considered as included until the end of the current policy period. We will make no additional premium charge for this additional coverage during the interim.

5. Multi-Year Policies

If this Coverage Part is issued for more than one year, the premium shall be computed annually based on our rates or premiums in effect at each anniversary.

6. Other Insurance

This insurance is excess over, and shall not contribute with any other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Part.

7. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

8. Representations

By accepting this Coverage Part, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this Coverage Part in reliance upon your representations.

9. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom "claim" is made or "suit" is brought.

10. Transfer of Rights of Recovery Against Other to Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

11. Two or More Coverage Forms or Policies Issued by Us

If this Coverage Part or any other Coverage Form, Coverage Part or policy issued to you by us or any company affiliated with us apply to the same act, error or omission, the aggregate maximum Limit of Insurance under all the Coverage Forms, Coverage Parts or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form, Coverage Part or policy. This condition does not apply to any Coverage Form, Coverage Part or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Part.

12. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

1. "Advertisement" means a notice that is broadcast, telecast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. "Advertisement" includes a publicity article. For purposes of this definition:

- a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an "advertisement".
2. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
 3. "Claim" means a demand received by an insured for money, including the service of a "suit".
 4. "Conveyance" means any form of transportation including, but not limited to, aircraft, automobiles, buses, trains and watercraft.
 5. "Coverage term" means the following individual increment, or if a multi-year policy period, increments, of time, which comprise the policy period of this Coverage Part:
 - a. The year commencing on the Effective Date of this Coverage Part at 12:01 AM standard time at your mailing address shown in the Declarations, and if a multi-year policy period, each consecutive annual period thereafter, or portion thereof if any period is for a period of less than 12 months, constitute individual "coverage terms". The last "coverage term" ends at 12:00 AM standard time at your mailing address shown in the Declarations on the earlier of:
 - (1) The day the policy period shown in the Declarations ends; or
 - (2) The day the policy to which this Coverage Part is attached is terminated or cancelled.
 - b. However, if after the issuance of this Coverage Part, any "coverage term" is extended for an additional period of less than 12 months, that additional period of time will be deemed to be part of the last preceding "coverage term".
 6. "Coverage territory" means the United States of America (including its territories and possessions), Puerto Rico and Canada.
 7. "Damages" means the compensatory monetary portion of any judgment, award or settlement, provided such settlement is negotiated with our assistance and approval. "Damages" shall not include:
 - a. Personal profit or advantage to which the insured was not legally entitled;
 - b. Criminal or civil fines, taxes, penalties (statutory or otherwise), fees or sanctions;
 - c. Punitive, exemplary or multiple damages;
 - d. Matters deemed uninsurable by law;
 - e. Amounts held in escrow or otherwise on behalf of clients or third parties; or
 - f. Any form of equitable or non-monetary relief.
 8. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
 9. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
 10. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws, articles of incorporation or any other similar governing document.
 11. "Interrelated injury" means all causally connected injury or injuries arising from a "travel agency incident" or "interrelated travel agency incidents".
 12. "Interrelated travel agency incidents" means "travel agency incidents" which arise out of and have as a common basis:
 - a. Related circumstances, situations, events, transactions or facts;
 - b. A series of related circumstances, situations, events, transactions or facts; or
 - c. A common pattern of conduct in selling, providing or servicing products or services to which this insurance applies.
 13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" includes supervisors furnished to you by the labor leasing firm. "Leased worker" does not include a "temporary worker".
 14. "Personal and advertising injury" means injury, including "bodily injury", arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

- d. Defamation of character, including oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
 - f. The use of another's advertising idea in your "advertisement"; or
 - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".
- 15. "Pollutant"** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, petroleum, petroleum products and petroleum by-products, and waste. Waste includes materials to be recycled, reconditioned or reclaimed. "Pollutants" include but are not limited to substances which are generally recognized in industry or government to be harmful or toxic to persons, property or the environment regardless of whether the injury or damage is caused directly or indirectly by the "pollutants" and whether:
- a. The insured is regularly or otherwise engaged in activities which taint or degrade the environment; or
 - b. The insured uses, generates or produces the "pollutant".
- 16. "Professional travel agency services":**
- a. Means:
 - (1) The business of providing advice about travel and the arrangement of accommodations, cruises, excursions and transportation for others; and
 - (2) Providing advice about and / or arrangement of tours organized and / or operated by third party tour operators; and
 - b. Includes researching travel-related information via the internet, placing reservations via the internet, and communicating by email when any of these are done in furtherance of "professional travel agency services".
- 17. "Property damage" means:**
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use

shall be deemed to occur at the time of the incident that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

- 18. "Suit"** means a civil proceeding in which money "damages" because of injury to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such "damages" are claimed and to which the insured must submit or does submit with our consent.
 - b. Any other alternative dispute resolution proceeding in which such "damages" are claimed and to which the insured submits with our consent; or
 - c. An appeal of a civil proceeding.
- 19. "Temporary worker"** means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- 20. "Third party travel supplier"** means any company or organization which is unrelated to any insured and provides accommodations, cruises, excursions or transportation, including, but not limited to, tour operators, airlines, hotels, car rental companies, cruise lines, bus companies and rail lines.
- 21. "Travel agency incident"** means a negligent act, error, omission or malpractice in furnishing or failing to furnish "professional travel agency services".
- All related negligent acts, errors, omissions or malpractice in furnishing or failing to furnish "professional travel agency services" by an insured, or someone for whom you are legally liable, shall be deemed one "travel agency incident".
- 22. "Workplace"** means that place and during such hours to which the "employee" sustaining "bodily injury" was assigned by you, or any other person or entity acting on your behalf, to work on the date of injury.

SECTION VI - PRIOR ACTS

The following provisions apply to "interrelated injury" that occurred prior to the Effective Date of this Coverage Part and apply in addition to all of the other provisions of this Coverage Part with respect to such "interrelated injury".

1. Coverage

This insurance shall also apply to "interrelated injury" subject to all of the other provisions of this Coverage Part, which occurred before the Effective Date, provided:

- a. No "claim" emanating from the "interrelated injury" had been first made, per Paragraph 2. below, prior to the Effective Date;
- b. There is no other applicable insurance; and
- c. The first "claim" emanating from the "interrelated injury" is made during the policy period of this Coverage Part.

2. Notice

A "claim" shall be considered as being first made at the earlier of the following time:

- a. When notice of such "claim" is received and recorded by any insured, by any insured's prior insurer, or by us, whichever comes first; or
- b. When notice of circumstances which may result in a "claim" is received by any insured, insured's prior insurer or by us, whichever comes first.

All "claims" for "damages" because of an "interrelated injury" will be deemed to have been first made at the time the first of those "claims" is made.

3. Exclusions

This insurance does not apply to any liability based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving:

a. Prior Knowledge or Breach of Duty

Any "travel agency incident" committed, attempted or allegedly committed or attempted prior to the policy period if:

- (1) Prior to the earlier of the following dates:
 - (a) The Effective Date of this Coverage Part, or
 - (b) The Effective Date of the original Coverage Part of which this Coverage Part is a renewal or replacement,
- any insured knew or should have reasonably foreseen that such

"travel agency incident" might be the basis of a "claim"; or

- (2) There is a previous policy under which any insured is entitled to coverage for such "claim", or would have been, except for the breach of a duty owed.

b. Prior Notice or Interrelated Travel Agency Incidents

- (1) Any "travel agency incident" or any fact, circumstance or situation which has been the subject of any notice given prior to the policy period under any other policy; or
- (2) Any other "travel agency incident" whenever occurring, which, together with a "travel agency incident" which has been the subject of such notice, would constitute "interrelated travel agency incidents".

c. Prior or Pending Litigation

Any prior and / or pending litigation as of the Prior and / or Pending Date stated in the Declarations for this Coverage Part or any fact, circumstance, situation, transaction or event underlying or alleged in such litigation, regardless of the legal theory asserted in such "claim".

4. Limits of Insurance

The Limits of Insurance applicable to a "claim" subject to the provisions of **SECTION VI - PRIOR ACTS** of this Coverage Part are those Limits of Insurance applicable to the "coverage term" in which such "claim" is first made per Paragraph 2. above. The applicable Limits of Insurance for such "claim" are included within, and are not in addition to, those applicable to the "coverage term".

5. Cessation of Coverage

Insurance coverage provided hereunder for "interrelated injury" that occurred prior to the Effective Date of this Coverage Part applies only while this Coverage Part is valid, in force and the policy period has not expired.

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LAWYER'S PROFESSIONAL LIABILITY COVERAGE FORM

Various provisions in this Coverage Part restrict coverage. Read the entire Coverage Part carefully to determine rights, duties and what is and what is not covered.

Throughout this Coverage Part the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II - WHO IS AN INSURED**.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION V - DEFINITIONS**.

SECTION I - COVERAGES

COVERAGE A. LAWYER'S PROFESSIONAL LIABILITY

1. Insuring Agreement

- a. We will pay those sums in excess of the deductible amount, as stated in the Declarations, that the insured becomes legally obligated to pay as "loss" due to injury caused by a "wrongful act". We will have the right and duty to defend any "suit" seeking those "damages". However, we will have no duty to defend the insured against any "suit" seeking "damages" to which this insurance does not apply. We may, at our discretion, investigate any "wrongful act" and negotiate the settlement of any "claim" that may result. But:

- (1) The amount we will pay for "loss" is limited as described in **SECTION III - LIMITS OF INSURANCE**;
- (2) We will not settle or compromise any "claim" without the insured's written consent. But, should the insured refuse to consent to any settlement we recommend and the insured elects to contest the "claim" or continue any legal proceedings, then our liability shall not exceed the amount for which the "claim" could have been so settled, plus "claims expenses" incurred up to the date of such refusal. If the insured refuses to settle, once the total "claims expenses" equals the amount for which the "claim" could have been settled plus all "claims expenses" incurred up to the time we made our recommendation, we shall have the right to with-

draw from the further investigation and defense thereof by tendering control of such investigation or defense to the insured and the insured agrees, as a condition of the issuance of this Coverage Part, to accept such tender and proceed solely at its own cost and expense; and

- (3) Our right and duty to defend ends when we have used up the applicable Limit of Insurance in the payment of "loss" or "claims expenses" under **SECTION I - COVERAGES, COVERAGE A. LAWYER'S PROFESSIONAL LIABILITY or COVERAGE B. - DISCIPLINARY PROCEEDINGS**.

No other obligation or liability to pay sums or perform acts or services is covered unless expressly provided for under **SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGES A. AND B.**

- b. This insurance applies to injury only if:
 - (1) The "wrongful act" takes place in the "coverage territory";
 - (2) The earlier of the following first occurs during the "coverage term":
 - (a) The first injury arising from the "interrelated injury" occurs; or
 - (b) The first injury arising from the "interrelated injury" begins to occur; and
 - (3) Any resultant "claim" is made or brought within the "coverage territory".

2. Exclusions

This insurance does not apply to any "claim" based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving, in whole or in part:

a. Abuse or Molestation

Any actual, alleged or threatened abuse or molestation of any person.

b. Aircraft, Auto or Watercraft

The ownership, maintenance, operation, use, entrustment, loading or unloading of any motor vehicle, trailer, watercraft, or aircraft.

c. Asbestos

Asbestos in any form or transmitted in any manner.

d. Bodily Injury, Personal and Advertising Injury or Property Damage

"Bodily injury", "personal and advertising injury" or "property damage".

This exclusion does not apply to the extent that "personal injury" falls within the definition of "wrongful act".

e. Contractual Liability

Any obligation or liability of others assumed by an insured under any contract or agreement, either oral or written, except to the extent the insured would have been liable in the absence of the contract or agreement.

f. Dishonest, Fraudulent, Criminal or Malicious Acts

Any dishonest, fraudulent, criminal or malicious act or omission of any insured or anyone for whom the insured is legally liable.

g. ERISA

Any insured's activities as a fiduciary under the Employees Retirement Income Security Act of 1974 and any amendments thereof or any regulation or orders issued pursuant thereto.

h. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured sustained in the "workplace";
- (2) An "employee" of the insured arising out of the performance of duties related to the conduct of the insured's business; or
- (3) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraphs (1) or (2) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share "damages" with or repay someone else who must pay "damages" because of the injury.

i. Employment-Related Practices

Injury to:

(1) A person arising out of any:

- (a) Refusal to employ that person;
- (b) Termination of that person's employment; or
- (c) Other employment-related practices, policies, acts or omissions including but not limited to coercion, criticism, demotion, evaluation, failure to promote, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of injury to that person at whom any of the employment-related practices described in Paragraphs (1)(a), (b) or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (1)(a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share "damages" with or repay someone else who must pay "damages" because of the injury.

j. Expected or Intended Injury

Injury or damage which may reasonably be expected to result from the intentional or criminal acts of an insured or which is in fact expected or intended by the insured, even if the injury or damage is of a different degree or type than actually expected or intended.

k. False Notarization

The notarized certification or acknowledgement of signature without the physical appearance before such notary public of the person who is or claims to be the person signing said instrument.

l. Insured Versus Insured

Injury suffered by an insured.

m. Nuclear

The hazardous properties, including radioactive, toxic or explosive properties, of any nuclear material. Nuclear material

means any source material, special nuclear material, or by-product materials as those terms are defined under the Atomic Energy Act of 1954 or any amendments thereto.

n. Other Operations

The conduct of any business enterprise (including the ownership, maintenance or use of any property in connection therewith) owned by an insured or in which any insured is a partner, or which is directly or indirectly controlled, operated or managed by any insured either individually or in a fiduciary capacity; but this exclusion does not apply to the providing of "professional legal services" on your behalf.

o. Outside Activities

Any insured's activities in the dual capacity as a lawyer and (1) as officer, director, partner, or any similar elective or appointive management position of any corporation, cooperative association, association, partnership, joint stock company, trust, unincorporated organization or any other entity other than your entity, or (2) as a public official or an employee of a governmental body, subdivision or agency.

p. Pollutant

The actual, alleged or threatened discharge, dispersal, seepage, migration, release, escape or emission of "pollutants", including any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for "damages" because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

q. Securities Actions

- (1) Any security or any activities or transactions subject or claimed to be subject in whole or in part to the Securities Act of 1933, The Securities Exchange Act of 1934, The Public Utility Holding Company Act of 1935,

The Trust Indenture Act of 1939, The Investment Company Act of 1940 or The Investment Advisors Act of 1940; or,

- (2) Any purchase, sale or offering of any security to or from the public which is subject or claimed to be subject to any State Blue Sky or Securities Law,

or any rules or regulations issued pursuant to any of the aforementioned, all as heretofore or hereafter amended or replaced, without regard to the legal theory upon which any "claim" arising in connection therewith against any insured might be based or made.

r. Trusts or Estates

Any act whatsoever of an insured in connection with a trust or estate when an insured is a beneficiary or distributee of the trust or estate.

s. War

Injury, however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

t. Workers' Compensation and Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

COVERAGE B. DISCIPLINARY PROCEEDINGS

1. Insuring Agreement

- a. We will pay on behalf of the insured "claims expenses" incurred in responding to a "disciplinary proceeding". But:
 - (1) The amount we will pay for "claims expenses" under **COVERAGE B. - DISCIPLINARY PROCEEDINGS** is limited as described in **SECTION III - LIMITS OF INSURANCE**; and

- (2) Our duty to pay "claims expenses" under **COVERAGE B. - DISCIPLINARY PROCEEDINGS** ends when we have used up the applicable Limit of Insurance in the payment of "loss" or "claims expenses" under **SECTION I - COVERAGES, COVERAGE A. LAWYER'S PROFESSIONAL LIABILITY or COVERAGE B. - DISCIPLINARY PROCEEDINGS.**

No other obligation or liability to pay sums or perform acts or services is covered unless expressly provided for under **SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGES A. AND B.**

- b. This insurance applies to a "disciplinary proceeding" only if:
- (1) All the underlying acts giving rise to a "disciplinary proceeding" take place in the "coverage territory" and during the "coverage term"; and
 - (2) The resulting "disciplinary proceeding" is commenced during the "coverage term" and in the "coverage territory".

2. Exclusion

This insurance does not apply to:

Excluded Under Coverage A.

"Claims expenses" for a "disciplinary proceeding" when any underlying matter or act giving rise to the "disciplinary proceeding" is the subject of an exclusion under **COVERAGE A. - LAWYER'S PROFESSIONAL LIABILITY.**

SUPPLEMENTARY PAYMENTS - COVERAGES A. AND B.

We will pay, with respect to any "claim" we investigate or settle, or any "suit" against an insured we defend:

1. Premiums or appeal bonds required in any "suit" we institute.
2. All reasonable expenses incurred by the insured at our request, other than loss of earnings, in assisting us in the investigation and defense of a "claim".
3. Lost personal earnings of each insured up to the Loss of Earnings Per Day Limit of Insurance stated in the Declarations actually lost each day or part of a day such insured, at our express request, attends a trial, hearing or arbitration arising from a "claim"; provided, however, that the maximum aggregate amount payable in any one "coverage term" under

this provision, regardless of the number of "claims", the number of insureds, or the number of days, shall be the Loss of Earnings Aggregate Limit of Insurance stated in the Declarations.

These payments will not reduce the limits of insurance.

SECTION II - WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you are an insured, but only with respect to the conduct of a law practice of which you are the sole proprietor.
- b. A partnership, you are an insured. Your partners who are lawyers are also insureds, but only with respect to providing "professional legal services" on your behalf.
- c. A Professional Corporation or Professional Association, you are an insured. Your stockholders or members who are lawyers are also insureds, but only with respect to providing "professional legal services" on your behalf.
- d. A limited liability company, you are an insured. Your members and managers who are lawyers are also insureds, but only with respect to providing "professional legal services" on your behalf.

2. Each of the following is also an insured:

- a. Any lawyer who is your "employee", but only with respect to providing "professional legal services" on your behalf.
- b. Any lawyer retained as an Of Counsel, Independent Contractor or on a per diem basis by you, but only with respect to "professional legal services" performed on your behalf.
- c. Any non-lawyer "employee" of yours, but only with respect to providing "professional legal services" on your behalf.
- d. The estate, heirs, executors, administrators, and legal representatives of any insured in the event of the insured's death, incapacity, insolvency or bankruptcy, but only to the extent that the insured would otherwise be provided coverage under this Coverage Part.

No person or organization is an insured with respect to the conduct of any current or past partnership, professional corporation, professional association or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. "Claims" made or brought;
 - c. "Disciplinary proceedings" initiated; or
 - d. Persons or organizations making or bringing "claims", or initiating "disciplinary proceedings".
2. The General Aggregate Limit is the most we will pay for the sum of all:
 - a. "Loss" under **COVERAGE A. LAWYER'S PROFESSIONAL LIABILITY**; and
 - b. "Claims expenses" under **COVERAGE B. DISCIPLINARY PROCEEDINGS**.
3. Subject to 2. above, the Disciplinary Proceedings Aggregate Limit is the most we will pay for the sum of all "claims expenses" under **COVERAGE B. DISCIPLINARY PROCEEDINGS**.
4. Subject to 2. above, The Each Wrongful Act Limit is the most we will pay for the sum of all "loss" arising out of "interrelated injury" under **COVERAGE A. LAWYER'S PROFESSIONAL LIABILITY**.
5. Subject to 2. and 3. above, The Each Disciplinary Proceeding Limit is the most we will pay for the sum of all "claims expenses" arising out of one "disciplinary proceeding" under **COVERAGE B. DISCIPLINARY PROCEEDINGS**.
6. All "claims expenses" shall first be subtracted from the limits of insurance, with the remainder, if any, being the amount available to pay as "damages". If the limits of insurance are exhausted prior to settlement or judgment of any pending "claim", we shall have the right to withdraw from the further investigation or defense thereof by tendering control of such investigation or defense to the insured.

7. Deductible

Our obligation to pay "damages" and "claims expenses" resulting from "claims" arising out of a "wrongful act" or "interrelated wrongful acts" applies only to the amount of "damages" and "claims expenses" in excess of the deductible amount, if any, stated in the Declarations.

However, the deductible does not apply to **COVERAGE B. - DISCIPLINARY PROCEEDINGS**.

8. Reimbursement

If we have paid any amounts in settlement or satisfaction of "claims" or judgments or for "claims expenses" in excess of the limit of insurance, or within the amount of the deductible, the insureds, jointly and severally, shall be liable to us for any and all such amounts, including reasonable fees and expenses incurred by us in collecting those amounts.

The Limits of Insurance of this Coverage Part apply separately to each "coverage term".

SECTION IV - CONDITIONS:

1. Allocation

If a "claim" is made that includes both covered and non-covered matters, or a "claim" is made against insured and non-insured parties, we and the insureds shall use all reasonable efforts to achieve a fair and reasonable allocation based upon such exposure of covered and non-covered matters and / or the proportionate fault of such insured and non-insured parties. We shall advance all "claims expenses" incurred with respect to such "claim" prior to the final disposition of such "claim"; provided, however, that the foregoing shall not preclude us from subsequently allocating pursuant to this provision.

2. Application

By acceptance of this Coverage Part, all insureds affirm or reaffirm as of the inception date of this Coverage Part that:

- a. The statements in the "application" are true and accurate and are specifically incorporated herein, and are all insureds' agreements, personal representations and warranties;
- b. All such communicated information shall be deemed material to our issuance of this Coverage Part;
- c. This Coverage Part is issued in reliance upon the truth and accuracy of such representations;
- d. This Coverage Part embodies all agreements existing between the insureds, us, or any of our agents, relating to this insurance; and
- e. If any representation is false or misleading, this coverage Part shall be void from inception.

3. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part. In the event of your, or any other insured's, bankruptcy, insolvency, or dissolution, we shall

have, at our sole option, the right to settle any "claim" without obtaining your or any other insured's consent.

4. Duties in the Event of Wrongful Act or Claim

- a.** You must see to it that we are notified promptly if you become aware of a "wrongful act" which would reasonably be expected to be the basis of a "claim" covered by this insurance. Notice shall include the fullest information obtainable.
- b.** If a "claim" is made or brought against any insured, you must see to it that we receive prompt written notice of the "claim".
- c.** You, any other involved insured and any of your members, partners, officers, directors, stockholders, managers and "employees" must:
 - (1)** Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim";
 - (2)** Authorize us to obtain records and other information;
 - (3)** Cooperate with us in the investigation, settlement or defense of the "claim"; and
 - (4)** Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d.** No insureds will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, without our prior written consent.

5. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a.** To join us as a party or otherwise bring us into a "suit" asking for "damages" from an insured; or
- b.** To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for "damages" that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of li-

ability signed by us, the insured and the claimant or the claimant's legal representative.

6. Multi-Year Policies

If this Coverage Part is issued for more than one year, the premium shall be computed annually based on our rates or premiums in effect at each anniversary.

7. Other Insurance

This insurance is excess over, and shall not contribute with any other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Part.

8. Premium Audit

- a.** We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b.** Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If:
 - (1)** The earned premium is less than the deposit premium, we will return the excess to the first Named Insured; or
 - (2)** The earned premium is greater than the deposit premium, the difference will be due and payable to us by the first Named Insured upon notice from us.
- c.** The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

9. Representations

By accepting this policy, you agree:

- a.** The statements in the Declarations are accurate and complete;
- b.** Those statements are based upon representations you made to us; and
- c.** We have issued this policy in reliance upon your representations.

10. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom "claim" is made or brought.

11. Transfer of Rights of Recovery Against Others to Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after a "wrongful act" occurs to impair them. At our request, the insured will bring legal action or transfer those rights to us and help us enforce them.

12. Waiver

Our failure to insist on strict compliance with any terms, provisions or conditions to coverage of this Coverage Part or the failure to exercise any right or privilege shall not operate or be construed as a waiver thereof or of any subsequent breach thereof or a waiver of any other terms, provisions, conditions, privileges or rights.

13. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

1. "Advertisement" means a notice that is broadcast, telecast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. "Advertisement" includes a publicity article. For purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an "advertisement".
2. "Application" means the application and all prior applications submitted to us, any and all materials and information submitted to us in connection with such applications, and all publicly available material that is created by the insured about the insured that we obtained prior to the inception date of the Coverage Part, all of which are deemed to be on

file with us and are deemed to be attached to, and form a part of, this Coverage Part, as if physically attached.

3. "Bodily injury" means injury to the body, sickness or disease sustained by any person, including death resulting from any of these at any time; including any mental injury, mental anguish, mental tension, emotional distress, pain or suffering or shock sustained by any person, whether or not resulting from injury to the body, sickness, disease or death of any person.
4. "Claim" means:
 - a. Any written demand for monetary relief or "professional legal services";
 - b. A "suit";
 - c. Any administrative proceeding; or
 - d. A request to toll or waive a statute of limitations,

made against any insured seeking to hold such insured responsible for "damages" due to injury arising from a "wrongful act".

A "claim" does not include criminal proceedings of any type, or any proceeding that seeks injunctive, declaratory, equitable or non-pecuniary remedies of any type.
5. "Claims expenses" means:
 - a. Reasonable fees, costs and expenses charged by attorneys or arbitrators retained or approved by us for a "claim" or "disciplinary proceeding" brought against an insured; and
 - b. All other reasonable and necessary fees, costs and expenses resulting from the investigation, adjustment, defense or appeal of a "claim" or "disciplinary proceeding" incurred by us.

"Claims expenses" shall not include:

- (1) Payments made under **SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGES A. AND B.**;
- (2) Salary charges of regular "employees" or officials of ours or fees and expenses of independent adjusters;
- (3) Salaries, loss of earnings, reimbursement for the insured's time or attendance required in any investigation or defense; except as specifically provided under **SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGES A. AND B.**; or

- (4) Other remuneration by or to any insured.

The Limit of Insurance shall first be applied to "claims expenses" with the remainder, if any, being the amount available to pay as "damages". The determination by us as to the reasonableness of "claim expenses" shall be conclusive on all insureds.

6. "Coverage term" means the following individual increment, or if a multi-year policy period, increments, of time, which comprise the policy period of this Coverage Part:
- a. The year commencing on the Effective Date of this Coverage Part at 12:01 AM standard time at your mailing address shown in the Declarations, and if a multi-year policy period, each consecutive annual period thereafter, or portion thereof if any period is for a period of less than 12 months, constitute individual "coverage terms". The last "coverage term" ends at 12:00 AM standard time at your mailing address shown in the Declarations on the earlier of:
 - (1) The day the policy period shown in the Declarations ends; or
 - (2) The day the policy to which this Coverage Part is attached is terminated or cancelled.
 - b. However, if after the issuance of this Coverage Part, any "coverage term" is extended for an additional period of less than 12 months, that additional period of time will be deemed to be part of the last preceding "coverage term".
7. "Coverage territory" means the United States of America, its territories and possessions, Puerto Rico and Canada.
8. "Damages" means the compensatory monetary portion of any judgment, award or settlement, including pre- and post-judgment interest, provided such settlement is negotiated with our assistance and approval. "Damages" shall not include:
- a. Compensation for "property damage";
 - b. Personal profit or advantage to which the insured was not legally entitled;
 - c. Criminal or civil fines, taxes, penalties (statutory or otherwise), fees or sanctions;
 - d. Punitive, exemplary or multiple damages;
 - e. Matters deemed uninsurable by law;
 - f. Legal fees, costs and expenses paid to or incurred or charged by the insured, no matter whether claimed as restitution of

specific funds, forfeiture, financial loss, setoff or otherwise, and injuries that are a consequence of any of the foregoing;

- g. Any amounts assessed or awarded as the result of a "disciplinary proceeding";
 - h. Amounts held in escrow or otherwise on behalf of clients or third parties; or
 - i. Any form of equitable or non-monetary relief.
9. "Disciplinary proceeding" means any proceeding initiated by a regulatory or disciplinary official or agency to investigate charges made against an insured alleging professional misconduct in rendering or failing to render "professional legal services".
10. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
11. "Interrelated injury" means all causally connected injury or injuries arising from a "wrongful act" or "interrelated wrongful acts".
12. "Interrelated wrongful acts" means all negligent acts, errors, omissions or "personal injury" offenses arising out of, directly or indirectly resulting from, or in any way involving the same or related facts, circumstances, situations, transactions or events or the same or related series of facts, circumstances, situations, transactions or events.
13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" includes supervisors furnished to you by the labor leasing firm. "Leased worker" does not include a "temporary worker".
14. "Loss" means "claims expenses" and "damages".
15. "Personal and advertising injury" means injury, including "bodily injury", arising out of one or more of the following offenses:
- a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. Abuse of process;
 - d. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - e. Defamation of character, including oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's

- or organization's goods, products or services;
 - f. Oral or written publication, in any manner, of material that violates a person's right of privacy;
 - g. The use of another's advertising idea in your "advertisement";
 - h. Infringing upon another's copyright, trade dress or slogan in your "advertisement"; or
 - i. Discrimination.
- 16.** "Personal injury" means injury, including "bodily injury", arising out of one or more of the following offenses:
- a. Libel or slander;
 - b. Violation of a right of privacy;
 - c. False arrest, detention or imprisonment;
 - d. Wrongful entry or eviction; or
 - e. Malicious prosecution or abuse of process,
- when insurable under the law pursuant to which this Coverage Part shall be construed.
- 17.** "Pollutant" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, petroleum, petroleum products and petroleum by-products, and waste. Waste includes materials to be recycled, reconditioned or reclaimed. "Pollutants" include but are not limited to substances which are generally recognized in industry or government to be harmful or toxic to persons, property or the environment regardless of whether the injury or damage is caused directly or indirectly by the "pollutants" and whether:
- a. The insured is regularly or otherwise engaged in activities which taint or degrade the environment; or
 - b. The insured uses, generates or produces the "pollutant".
- 18.** "Professional legal services" means services performed or advice given by an insured on your behalf for others in the conduct of your practice as a:
- a. Lawyer;
 - b. Real estate title insurance agent;
 - c. Notary public;
 - d. Arbitrator;
 - e. Mediator;
 - f. Member, director or officer of any Bar Association, its governing board or any of its committees; or
 - g. Administrator, conservator, executor, guardian, trustee, receiver, or in any other similar fiduciary capacity; and
- provided that such services as described in Paragraphs **b.** through **g.** above are connected with and incidental to an insured's profession as a lawyer and are performed on your behalf.
- 19.** "Property damage" means:
- a. Injury or damage, of any nature, to tangible or intangible property, including all resulting loss of use of that property; or
 - b. Loss of or loss of use of tangible or intangible property that is not otherwise injured or damaged.
- 20.** "Suit" means a civil proceeding in which "damages" because of injury to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such "damages" are claimed and to which the insured must submit or does submit with our consent;
 - b. Any other alternative dispute resolution proceeding in which such "damages" are claimed and to which the insured submits with our consent; or
 - c. An appeal of a civil proceeding.
- 21.** "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- 22.** "Workplace" means that place and during such hours to which the "employee" sustaining injury was assigned by you, or any other person or entity acting on your behalf, to work on the date of injury.
- 23.** "Wrongful act" means:
- a. A negligent act, error or omission of an insured, or someone for whom the insured is legally liable, in rendering or failing to render "professional legal services" on your behalf; or
 - b. "Personal injury" committed by an insured, or someone for whom the insured is legally liable, while rendering "professional legal services" on your behalf.

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MEDICAL ARTS PRACTITIONER PROFESSIONAL LIABILITY COVERAGE FORM

Various provisions in this Coverage Part restrict coverage. Read the entire Coverage Part carefully to determine rights, duties and what is and what is not covered.

Throughout this Coverage Part the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II - WHO IS AN INSURED.**

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION V - DEFINITIONS.**

SECTION I - COVERAGES

1. Coverage A - Insuring Agreement - Individual Professional Liability

- a. We will pay those sums that the insured becomes legally obligated to pay as "damages" due to injury caused by a "medical incident". We will have the right and duty to defend any "suit" seeking those "damages". However, we will have no duty to defend the insured against any "suit" seeking "damages" to which this insurance does not apply. We may, at our discretion, investigate any "medical incident" and negotiate the settlement of any claim or "suit" that may result. But:

- (1) The amount we will pay for "damages" is limited as described in **SECTION III - LIMITS OF INSURANCE;**
- (2) We will not settle or compromise any claim or "suit" without the insured's written consent. But, should the insured refuse to consent to any settlement we recommend and the insured elects to contest the claim or "suit" or continue any legal proceedings, then our liability shall not exceed the amount for which the claim could have been so settled, plus the costs and expenses incurred up to the date of such refusal; and
- (3) Our right and duty to defend ends when we have used the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless expressly provided for under

SECTION I - COVERAGES, Paragraph 4. Supplementary Payments.

- b. This insurance applies to injury only if:
- (1) The "medical incident" takes place in the "coverage territory"; and
 - (2) The earlier of the following first occurs during the "coverage term":
 - (a) The first injury arising from the "medical incident" occurs; or
 - (b) The first injury arising from the "medical incident" begins to occur.

2. Coverage B - Insuring Agreement - Business Entity Professional Liability

- a. We will pay those sums that the insured becomes legally obligated to pay as "damages" due to injury caused by a "business entity incident". We will have the right and duty to defend any "suit" seeking those "damages". However, we will have no duty to defend the insured against any "suit" seeking "damages" to which this insurance does not apply. We may, at our discretion, investigate any "business entity incident" and negotiate the settlement of any claim or "suit" that may result. But:
- (1) The amount we will pay for "damages" is limited as described in **SECTION III - LIMITS OF INSURANCE;**
 - (2) We will not settle or compromise any claim or "suit" without the insured's written consent. But, should the insured refuse to consent to any settlement we recommend and the insured elects to contest the claim or "suit" or continue any legal proceedings, then our liability shall not exceed the amount for which the claim could have been so settled, plus the costs and expenses incurred up to the date of such refusal; and
 - (3) Our right and duty to defend ends when we have used the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless expressly provided for under

**SECTION I - COVERAGES, Paragraph 4.
Supplementary Payments.**

- b. This insurance applies to injury only if:
- (1) The "business entity incident" takes place in the "coverage territory"; and
 - (2) The earlier of the following first occurs during the "coverage term":
 - (a) The first injury arising from the "business entity incident" occurs; or
 - (b) The first injury arising from the "business entity incident" begins to occur.

3. Exclusions

This insurance does not apply to:

a. Abuse or Molestation

Any liability based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any actual, alleged or threatened abuse or molestation of any person.

b. Aircraft, Auto or Watercraft

Injury arising out of the ownership, maintenance, operation, use, entrustment, loading or unloading of any motor vehicle, trailer, watercraft, or aircraft.

c. Asbestos

Injury arising out of, attributable to, or any way related to asbestos in any form or transmitted in any manner.

d. Contractual Liability

Any liability for which the insured is obligated to pay "damages" by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for "damages" that the insured would have in the absence of the contract or agreement.

e. Controlled Substance Registration Not in Effect

Injury arising out of the dispensing or prescribing of any controlled substance by any insured employed by or under contract with the Named Insured during any time such insured's controlled substance registration is revoked, suspended, surrendered, lapsed, non-renewed or otherwise terminated.

f. Defamation

Injury arising out of defamation on any basis.

This exclusion does not apply to claim or "suit" arising out of the insured's serving as a member of a formal accreditation, standards review or equivalent professional board or committee.

g. Discrimination

Injury arising out of discrimination on any basis.

This exclusion does not apply to claim or "suit" arising out of the insured's serving as a member of a formal accreditation, standards review or equivalent professional board or committee.

h. Dishonest, Fraudulent, Criminal or Malicious Acts

Any dishonest, fraudulent, criminal or malicious act or omission of any insured or anyone for whom the insured is legally liable.

i. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured sustained in the "workplace";
- (2) An "employee" of the insured arising out of the performance of duties related to the conduct of the insured's business; or
- (3) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraphs (1) or (2) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share "damages" with or repay someone else who must pay "damages" because of the injury.

j. Employment-Related Practices

Injury to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Other employment-related practices, policies, acts or omissions including but not limited to coercion, criticism, demotion, evaluation, failure to promote, reassignment, discipline, defa-

mation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or

- (2) The spouse, child, parent, brother or sister of that person as a consequence of injury to that person at whom any of the employment-related practices described in Paragraphs (1)(a), (b) or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (1)(a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share "damages" with or repay someone else who must pay "damages" because of the injury.

k. Guarantees or Warranties

Injury arising out of any claim or "suit" involving;

- (1) Breach of any guarantee or warranty regarding any goods or professional medical services or procedure; or breach of any promise to provide expected outcomes for any professional medical services or procedure; or
- (2) The failure of goods or professional medical services or procedures to conform with advertised quality or performance.

l. Infringement of Intellectual Property Rights

Any liability arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights.

m. Insured Versus Insured

Any claim or "suit" made or brought by any insured against any other insured.

n. License Not in Effect

Injury arising out of any "medical incident" or "business entity incident" that occurs while an insured's license to practice has been revoked, suspended, surrendered, lapsed, nonrenewed or otherwise terminated.

o. Nuclear

Any liability based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving the hazardous properties, including radioactive, toxic or explosive properties, of any nuclear material. Nuclear material means any source material, special nuclear material, or by-product materials as those terms are defined under the Atomic Energy Act of 1954 or any amendments thereto.

p. Other Activities

"Damages" for which the insured may be held liable as a proprietor, superintendent, executive officer, stockholder or member of the board of directors, trustees or governors of any hospital, sanitarium, clinic with bed and board facilities, nursing home, laboratory or other business enterprise not named in the Professional Liability Declarations.

q. Patient Transfers

Injury arising out of the transfer of a patient allegedly in violation of any statute or regulation prohibiting certain patient transfers or regulating the circumstances under which patient transfers may be affected.

r. Pollutant

Injury arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release, escape or emission of "pollutants" at any time.

s. Pollutant-Related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for "damages" because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

t. Rendering of or Failure to Render Professional Services by Others

Injury arising out of the rendering of or failure to render "professional services" by any other person for whose acts or omissions the insured may be held liable as a member, partner, officer, director or stockholder of any professional partnership, limited liability company, association or corporation.

This exclusion does not apply to Coverage **B** - Business Entity Professional Liability.

u. Substance Abuse

Injury arising out of a "medical incident" or "business entity incident" which occurred while any insured was under the influence of alcohol, narcotics, hallucinogenic agents or which results from any other substance abuse.

v. USDA Approval Absence

Injury arising out of the use, administration or prescription of any drug, pharmaceutical or medical device which has not received final approval by the U.S. Food and Drug Administration for the treatment of human beings or which is not used, administered or prescribed as part of a study or clinical trial approved by the U.S. Food and Drug Administration.

w. Violation of an Antitrust Law

Any claim for "damages" arising out of the violation of an antitrust law.

x. Violation of Privacy Rights

Injury arising out of the violation of any right of privacy.

This exclusion does not apply to claim or "suit" arising out of the insured's serving as a member of a formal accreditation, standards review or equivalent professional board or committee.

y. War

Injury, however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

z. Workers' Compensation and Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

4. Supplementary Payments

We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- c. The cost of bonds to release attachments but only for bond amounts within the applicable limit of insurance. We do not have to furnish bonds.
- d. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
- e. Prejudgment interest awarded against the insured on that part of the judgment we become obligated to pay and which falls within the applicable limit of insurance. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest that is based on the period of time after the offer.
- f. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

SECTION II - WHO IS AN INSURED

1. For COVERAGE **A**, if you are an individual, you are an insured.
2. For COVERAGE **B**, if you are:
 - a. A partnership, you are an insured. Your partners are also insureds, but only with respect to the acts or omissions of others in the providing of "professional services"

for which they are held liable as a partner.

- b. A limited liability company, you are an insured. Your members and managers are also insureds, but only with respect to the acts or omissions of others in the providing of "professional services" for which they are held liable as members or managers.
 - c. An association or corporation, you are an insured. Your "executive officers", directors, trustees, governors and stockholders are insureds, but only with respect to the acts or omissions of others in the providing of "professional services" for which they are held liable as "executive officers", directors, trustees, governors and stockholders.
3. If an insured dies or is adjudged incompetent, this insurance will terminate for that insured. But the insured's legal representative will be an insured for any "medical incident" or "business entity incident" previously committed and covered by this policy.

No person is an insured with respect to the conduct of any current or past partnership or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The Individual Professional Liability Aggregate Limit is the most we will pay for the sum of all "damages" under COVERAGE A, subject to Paragraph 6, below.
3. The Business Entity Professional Liability Aggregate Limit is the most we will pay for the sum of all "damages" under COVERAGE B.
4. Subject to 2. above, the Each Medical Incident Limit is the most we will pay for all "damages" under COVERAGE A because of all injury arising out of any one "medical incident".
5. Subject to 3. above, the Each Business Entity Incident Limit is the most we will pay for all "damages" under COVERAGE B because of all injury arising out of any one "business entity incident".

6. Under COVERAGE A, the Aggregate Limit and the Each Medical Incident Limit apply separately to each Named Insured.

The Limits of Insurance of this Coverage Part apply separately of each "coverage term".

SECTION IV - CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties in the Event of a Medical Incident, Business Entity Incident, Claim or Suit

- a. You must see to it that we are notified promptly of every "medical incident" or "business entity incident" which may result in a claim. Notice should include:

- (1) How, when and where the "medical incident" or "business entity incident" took place; and
- (2) The names and addresses of any injured persons and witnesses.

- b. If a claim is made or "suit" is brought against any insured, you must see to it that we receive prompt written notice of the claim or "suit".

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses, or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement or defense of the claim or "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our written consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for "damages" from an insured; or

- b. To sue us under this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on final judgment against an insured obtained after an actual trial; but we will not be liable for "damages" that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Multi-Year Policies

If this Coverage Part is issued for more than one year, the premium shall be computed annually based on our rates or premiums in effect at each anniversary.

5. Other Insurance

This insurance is excess over, and shall not contribute with any other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Part.

6. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

7. Representations

By accepting this policy, you agree:

- a. The statements in the Professional Liability Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

8. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

9. Transfer of Rights of Recovery Against Others to Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

10. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

11. When Your Business or Profession Changes

The first Named Insured must notify us of any change which might affect the terms of this insurance, including a change in:

- a. Members, partners, officers, directors, stockholders or medical professional "employees"; or
- b. Medical specialty.

SECTION V - DEFINITIONS

- 1. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
- 2. "Business entity incident":
 - a. Means any act or omission arising out of the providing of or failure to provide "professional services" by:
 - (1) Any of your partners (if you are a partnership), members or managers (if you are a limited liability company), or directors, "executive officers", governors, trustees or stockholders (if you are an association or corporation);
 - (2) Your "employee"; or

- (3) Any person acting under the personal direction, control or supervision of:
 - (a) A partner (if you are a partnership);
 - (b) A member or manager (if you are a limited liability company); or
 - (c) A director, "executive officer", governor, trustee or stockholder (if you are an association or corporation); and
- b. Shall include all related "business entity incidents" arising out of the providing of or failure to provide "professional services" to any one person as one "business entity incident", regardless of the time frame over which such "business entity incidents" occur.
- 3. "Coverage term" means the following individual increment, or if a multi-year policy period, increments, of time, which comprise the policy period of this Coverage Part:
 - a. The year commencing on the Effective Date of this Coverage Part at 12:01 AM standard time at your mailing address shown in the Declarations, and if a multi-year policy period, each consecutive annual period thereafter, or portion thereof if any period is for a period of less than 12 months, constitute individual "coverage terms". The last "coverage term" ends at 12:00 AM standard time at your mailing address shown in the Declarations on the earlier of:
 - (1) The day the policy period shown in the Declarations ends; or
 - (2) The day the policy to which this Coverage Part is attached is terminated or cancelled.
 - b. However, if after the issuance of this Coverage Part, any "coverage term" is extended for an additional period of less than 12 months, that additional period of time will be deemed to be part of the last preceding "coverage term".
- 4. "Coverage territory" means anywhere in the world, provided the original claim or "suit" for such "damages" is brought within the United States of America, its territories or possessions, Puerto Rico or Canada.
- 5. "Damages" means the compensatory monetary portion of any judgment, award or settlement, provided such settlement is negotiated with our assistance and approval. "Damages" shall not include:
 - a. Personal profit or advantage to which the insured was not legally entitled;
 - b. Criminal or civil fines, taxes, penalties (statutory or otherwise), fees or sanctions;
 - c. Punitive, exemplary or multiple damages;
 - d. Matters deemed uninsurable by law; or
 - e. Any form of equitable or non-monetary relief.
- 6. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- 7. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws, articles of incorporation or any other similar governing document.
- 8. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" includes supervisors furnished to you by the labor leasing firm. "Leased worker" does not include a "temporary worker".
- 9. "Medical incident":
 - a. Means any act or omission:
 - (1) Arising out of the providing of or failure to provide "professional services" by:
 - (a) The insured; or
 - (b) Any person acting under the personal direction, control or supervision of the insured; or
 - (2) Arising out of the insured's serving as a member of a formal accreditation, standards review or equivalent professional board or committee; and
 - b. Shall include all related "medical incidents" arising out of the:
 - (1) Providing of or failure to provide "professional services" to any one person; or
 - (2) Serving as a member of a formal accreditation, standards review or equivalent professional board or committee in connection with a single person or organization,
 as one "medical incident", regardless of the time frame over which such "medical incidents" occur.

- 10.** "Pollutant" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, petroleum, petroleum products and petroleum by-products, and waste. Waste includes materials to be recycled, reconditioned or reclaimed. "Pollutants" include but are not limited to substances which are generally recognized in industry or government to be harmful or toxic to persons, property or the environment regardless of whether the injury or damage is caused directly or indirectly by the "pollutants" and whether:
- a.** The insured is regularly or otherwise engaged in activities which taint or degrade the environment; or
 - b.** The insured uses, generates or produces the "pollutant".
- 11.** "Professional services" means the practice of the profession designated in the Professional Liability Declarations as defined by the applicable statutes and licensing laws of the jurisdictions in which the insured practices.
- 12.** "Suit" means a civil proceeding in which "damages" because of injury to which this insurance applies are alleged. "Suit" includes:
- a.** An arbitration proceeding in which such "damages" are claimed and to which the insured must submit or does submit with our consent.
 - b.** Any other alternative dispute resolution proceeding in which such "damages" are claimed and to which the insured submits with our consent; or
 - c.** An appeal of a civil proceeding.
- 13.** "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- 14.** "Workplace" means that place and during such hours to which the "employee" sustaining "bodily injury" was assigned by you, or any other person or entity acting on your behalf, to work on the date of injury.

ANIMAL SERVICES PROFESSIONAL LIABILITY COVERAGE FORM - TABLE OF CONTENTS

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ANIMAL SERVICES

PROFESSIONAL LIABILITY COVERAGE FORM

Various provisions in this Coverage Part restrict coverage. Read the entire Coverage Part carefully to determine rights, duties and what is and what is not covered.

Throughout this Coverage Part the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II - WHO IS AN INSURED**.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION V - DEFINITIONS**.

SECTION I - COVERAGE

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages due to injury arising out of a "professional incident". We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any "professional incident" that may lead to a claim or "suit" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in **SECTION III - LIMITS OF INSURANCE**; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless expressly provided for under **SECTION I - COVERAGE**, Paragraph 3. **Supplementary Payments**.

- b. This insurance applies to injury only if:
- (1) The "professional incident" takes place in the "coverage territory"; and
 - (2) The earlier of the following first occurs during the "coverage term":
 - (a) The first injury arising from the "professional incident" occurs;
 - or

- (b) The first injury arising from the "professional incident" begins to occur.

2. Exclusions

This insurance does not apply to:

a. Abuse or Molestation

Any liability based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any actual, alleged or threatened abuse or molestation of any person.

b. Aircraft, Auto or Watercraft

Injury arising out of the ownership, maintenance, operation, use, entrustment, loading or unloading of any motor vehicle, trailer, watercraft, or aircraft.

c. Asbestos

Injury arising out of, attributable to, or any way related to asbestos in any form or transmitted in any manner.

d. Contractual Liability

Any liability for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

e. Damage to Property

Damage to or destruction of property used by, rented to, or in the care, custody, or control of an insured or property as to which an insured for any purpose is exercising physical control.

This exclusion does not apply with respect to injury to an animal left in the insured's care to receive "professional services".

f. Dishonest, Criminal or Malicious Acts

Acts, errors or omissions of any insured that are dishonest, criminal or malicious.

g. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured sustained in the "workplace";

- (2) An "employee" of the insured arising out of the performance of duties related to the conduct of the insured's business; or
- (3) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraphs (1) or (2) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

h. Employment-Related Practices

Injury to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Other employment-related practices, policies, acts or omissions including but not limited to coercion, criticism, demotion, evaluation, failure to promote, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of injury to that person at whom any of the employment-related practices described in Paragraphs (1)(a), (b) or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (1)(a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

i. Expected or Intended Injury

Injury which may reasonably be expected to result from the intentional or criminal acts of the insured or which is in fact expected or intended by the insured, even if the injury or damage is of a different degree or type than actually expected or intended.

However, this exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

j. Fire

Injury due to a fire, however caused.

k. Nuclear

Any liability based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving the hazardous properties, including radioactive, toxic or explosive properties, of any nuclear material. Nuclear material means any source material, special nuclear material, or by-product materials as those terms are defined under the Atomic Energy Act of 1954 or any amendments thereto.

l. Pollutant

Injury arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release, escape or emission of "pollutants" at any time.

m. Pollutant-Related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

n. Theft

The theft of any animal.

o. War

Injury, however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Workers' Compensation and Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

3. Supplementary Payments

We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- c. The cost of bonds to release attachments but only for bond amounts within the applicable limit of insurance. We do not have to furnish bonds.
- d. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
- e. Prejudgment interest awarded against the insured on that part of the judgment we become obligated to pay and which falls within the applicable limit of insurance. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest that is based on the period of time after the offer.
- f. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

SECTION II - WHO IS AN INSURED

- 1. Each of the following is an insured:

If you are designated in the Animal Services Professional Liability Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you and your members are insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

- 2. Each of the following is also an insured:

- a. Your "employees", other than your "executive officers", but only for acts within the scope of their employment by you.
- b. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Form.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

- 1. The Limits of Insurance shown in the Professional Liability Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
- 2. The Aggregate Limit is the most we will pay for the sum of all damages for all claims or "suits" to which this insurance applies.

3. Subject to 2. above, the Each Incident Limit is the most we will pay for all damages arising out of any one "professional incident".
4. If you are designated in the Animal Services Professional Liability Declarations as a veterinarian with more than one individual and / or a partnership, association or corporation, the limits of insurance as described in Paragraphs 1., 2. and 3. above apply separately to each insured.
5. When an entry is made on the Declarations, \$25,00 shall be deducted from the total of all damages resulting from any one claim or "suit".

The Limits of Insurance of this Coverage Part apply separately to each "coverage term".

SECTION IV - CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties in the Event of a Professional Incident, Claim or Suit

- a. You must see to it that we are notified promptly if you become aware of a "professional incident" which would reasonably be expected to be the basis of a claim or "suit" covered by this insurance. Notice shall include the fullest information obtainable.
- b. If a claim is made or "suit" is brought against any insured, you must see to it that we receive prompt written notice of the claim or "suit".
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses, or legal papers received in connection with the claim or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation, settlement or defense of the claim or "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insureds will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our written consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us under this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Liberalization

If, within 60 days prior to the beginning of this Coverage Part or during the policy period, we make any changes to any forms or endorsements of this Coverage Part for which there is currently no separate premium charge, and that change provides more coverage than this Coverage Part, the change will automatically apply to this Coverage Part as of the latter of:

- a. The date we implemented the change in your state; or
- b. The date this Coverage Part became effective; and

will be considered as included until the end of the current policy period. We will make no additional premium charge for this additional coverage during the interim.

5. Multi-Year Policies

If this Coverage Part is issued for more than one year, the premium shall be computed annually based on our rates or premiums in effect at each anniversary.

6. Other Insurance

This insurance is excess over, and shall not contribute with any other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Part.

7. Representations

By accepting this policy, you agree:

- a. The statements in the Animal Services Professional Liability Declarations are accurate and complete;

- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

8. Separation of Insureds

Except with respect to any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

9. Transfer of Rights of Recovery Against Others to Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

10. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

1. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
2. "Coverage term" means the following individual increment, or if a multi-year policy period, increments, of time, which comprise the policy period of this Coverage Part:
 - a. The year commencing on the Effective Date of this Coverage Part at 12:01 AM standard time at your mailing address shown in the Declarations, and if a multi-year policy period, each consecutive annual period thereafter, or portion thereof if any period is for a period of less than 12 months, constitute individual "coverage terms". The last "coverage term" ends at 12:00 AM standard time at your mailing address shown in the Declarations on the earlier of:
 - (1) The day the policy period shown in the Declarations ends; or

- (2) The day the policy to which this Coverage Part is attached is terminated or cancelled.

- b. However, if after the issuance of this Coverage Part, any "coverage term" is extended for an additional period of less than 12 months, that additional period of time will be deemed to be part of the last preceding "coverage term".

3. "Coverage territory" means anywhere in the world, provided the original claim or "suit" for such damages is brought within the United States of America, its territories or possessions, Puerto Rico or Canada.
4. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
5. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
6. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" includes supervisors furnished to you by the labor leasing firm. "Leased worker" does not include a "temporary worker".
7. "Pollutant" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, petroleum, petroleum products and petroleum by-products, and waste. Waste includes materials to be recycled, reconditioned or reclaimed. "Pollutants" include but are not limited to substances which are generally recognized in industry or government to be harmful or toxic to persons, property or the environment regardless of whether the injury or damage is caused directly or indirectly by the "pollutants" and whether:
 - a. The insured is regularly or otherwise engaged in activities which taint or degrade the environment; or
 - b. The insured uses, generates or produces the "pollutant".
8. "Professional incident":
 - a. Means any act or omission:
 - (1) Arising out of the providing of or failure to provide "professional services" by:
 - (a) The insured; or

- (b) Any person acting under the personal direction, control or supervision of the insured; or
 - (2) Arising out of the insured's serving as a member of a formal accreditation, standards review or equivalent professional board or committee; and
- b. Shall include all related "professional incidents" arising out of the:
 - (1) Providing of or failure to provide "professional services" to any one person; or
 - (2) Serving as a member of a formal accreditation, standards review or equivalent professional board or committee in connection with a single person or organization,as one "professional incident" regardless of the time frame over which such "professional incidents" occur.
- 9. "Professional services" means the practice of the profession designated in the Animal Services Professional Liability Declarations as defined by the applicable statutes and licensing laws of the jurisdictions in which the insured practices.
- 10. "Suit" means a civil proceeding in which money damages because of injury to which this insurance applies are alleged. "Suit" includes:
 - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or
 - c. An appeal of a civil proceeding.
- 11. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- 12. "Workplace" means that place and during such hours to which the "employee" sustaining "bodily injury" was assigned by you, or any other person or entity acting on your behalf, to work on the date of injury.

COSMETOLOGISTS AND BARBERS PROFESSIONAL LIABILITY COVERAGE FORM - TABLE OF CONTENTS

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COSMETOLOGISTS AND BARBERS PROFESSIONAL LIABILITY COVERAGE FORM

Various provisions in this Coverage Part restrict coverage. Read the entire Coverage Part carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Part the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this Coverage Part. The words "we", "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II - WHO IS AN INSURED**.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION V - DEFINITIONS**.

SECTION I - COVERAGE

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "professional liability" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "professional liability" to which this insurance does not apply. We may, at our discretion, investigate any "professional incident" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in **SECTION III - LIMITS OF INSURANCE**; and

- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless expressly provided for under **SECTION I - COVERAGE, 3. Supplementary Payments**.

- b. This insurance applies to "professional liability" only if:
 - (1) The "professional liability" is caused by a "professional incident" that takes place in the "coverage territory"; and
 - (2) The "professional liability" occurs during the policy period.

- c. Damages because of "professional liability" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "professional liability".

2. Exclusions

This insurance does not apply to:

a. Abuse or Molestation

Any liability based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any actual, alleged or threatened abuse or molestation of any person.

b. Aircraft, Auto or Watercraft

Injury arising out of the ownership, maintenance, operation, use, entrustment, loading or unloading of any motor vehicle, trailer, watercraft, or aircraft.

c. Asbestos

Injury arising out of, attributable to, or any way related to asbestos in any form or transmitted in any manner.

d. Bodily Injury, Property Damage or Personal and Advertising Injury

"Bodily injury", "property damage" or "personal and advertising injury", unless arising from a "professional incident".

e. Contractual Liability

Any obligation or liability of others assumed by an insured under any contract or agreement, either oral or written, except to the extent the insured would have been liable in the absence of the contract or agreement.

f. Dishonest, Criminal or Malicious Acts

Acts, errors or omissions of any insured that are dishonest, criminal or malicious.

g. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured sustained in the "workplace";
- (2) An "employee" of the insured arising out of the performance of duties related to the conduct of the insured's business; or

- (3) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraphs (1) or (2) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

h. Employment-Related Practices

Injury to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Other employment-related practices, policies, acts or omissions including but not limited to coercion, criticism, demotion, evaluation, failure to promote, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of injury to that person at whom any of the employment-related practices described in Paragraphs (1)(a), (b) or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (1)(a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

i. Excluded Products and Services

Any liability arising out of:

- (1) Services rendered or preparations, products, apparatus, or equipment rendered or used in violation of fed-

eral, state, municipal or other laws or regulations.

- (2) Plastic surgery, or removal of warts, moles or other growths.
- (3) The ownership, maintenance, operation or use of any apparatus using x-rays or other ionizing radiation for removal of hair, or any apparatus using a photo coagulation technique for removing of hair.
- (4) Weight reducing treatments, body massage, other than facial or scalp massage, steam baths, saunas, body wrapping, or tanning of human skin, whether by natural or artificial means.
- (5) The use, administration or application of any dye or coloring to eyelashes or eyebrows other than that specifically manufactured for such use.
- (6) Preparation for, or use, administration or application of, or removal of any form of permanent cosmetic makeup including but not limited to micro pigment implantation and tattooing.
- (7) The application of chemicals to the skin which is intended to remove living tissues (skin peeling).
- (8) The piercing of any part of the human body.
- (9) The implantation or transplantation of hair.

j. Expected or Intended Injury

"Professional liability" which may reasonably be expected to result from the intentional or criminal acts of an insured or which is in fact expected or intended by the insured, even if the injury or damage is of a different degree or type than actually expected or intended.

k. Nuclear

Any liability based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving the hazardous properties, including radioactive, toxic or explosive properties, of any nuclear material. Nuclear material means any source material, special nuclear material, or by-product materials as those terms are defined under the Atomic Energy Act of 1954 or any amendments thereto.

l. Pollutant

Injury arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release, escape or emission of "pollutants" at any time.

m. Pollutant-Related

Any loss, cost or expense arising out of any:

- a. Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- b. Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

n. Private Label Products

Any liability arising out of the goods or products manufactured, bottled, rebottled, packaged or repackaged by the insured or sold under the insured's label.

o. War

Injury, however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Workers' Compensation and Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

3. Supplementary Payments

We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.

- b. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- c. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
- d. Prejudgment interest awarded against the insured on that part of the judgment we become obligated to pay and which falls within the applicable limit of insurance. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest that is based on the period of time after the offer.
- e. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited with the court the part of the judgment that is within the applicable limit of insurance.
- f. Expenses incurred by the insured for first aid administered to others at the time of any "professional incident", for "professional liability" to which this insurance applies.
- g. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

These payments will not reduce the limits of insurance.

SECTION II - WHO IS AN INSURED

- 1. If you are designated in the Declarations as:
 - a. An Individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members and your partners and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only

- with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Each of the following is also an insured:
- a. Your "employees" and "independent contractors", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.
 - b. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
 - c. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
 - d. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - (1) Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
 - (2) Coverage does not apply to "professional liability" that occurred before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

- 1. The Limits of Insurance shown in the Declarations and the rules below determine the most we will pay regardless of the number of:

- a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
- 2. The most we will pay for the sum of all damages because of "professional liability" arising out of one "professional incident" is the amount shown under the Each Professional Incident Limit shown in the Declarations.
 - 3. The Professional Liability Aggregate Limit shown in the Declarations is the most we will pay for all damages because of "professional liability".

The Limits of Insurance of this Coverage Part apply separately to each "coverage term".

SECTION IV - CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties in the Event of a Professional Incident, Claim or Suit

- a. You must promptly notify us of a "professional incident" which may result in a claim. Notice should include:
 - (1) How, when and where the "professional incident" took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "professional incident".
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - (2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at the insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

This Condition applies to each and every claim or "suit", irrespective of the dollar amount.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured, or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Liberalization

If, within 60 days prior to the beginning of this Coverage Part or during the policy period, we make any changes to any forms or endorsements of this Coverage Part for which there is currently no separate premium charge, and that change provides more coverage than this Coverage Part, the change will automatically apply to this Coverage Part as of the latter of:

a. The date we implemented the change in your state; or

b. The date this Coverage Part became effective; and

will be considered as included until the end of the current policy period. We will make no additional premium charge for this additional coverage during the interim.

5. Multi-Year Policies

If this Coverage Part is issued for more than one year, the premium shall be computed annually based on our rates or premiums in effect at each anniversary.

6. Other Insurance

This insurance is excess over, and shall not contribute with any other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Part.

7. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

8. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

9. Transfer of Rights of Recovery Against Others to Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

10. Two or More Coverage Forms or Policies Issued by Us

If this Coverage Part or any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same claim, the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Part.

11. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

1. "Advertisement" means a notice that is broadcast, telecast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. "Advertisement" includes a publicity article. For purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an "advertisement".
2. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
3. "Coverage term" means the following individual increment, or if a multi-year policy period, increments, of time, which comprise the policy period of this Coverage Part:
 - a. The year commencing on the Effective Date of this Coverage Part at 12:01 AM standard time at your mailing address shown in the Declarations, and if a multi-year policy period, each consecutive annual period thereafter, or portion thereof if any period is for a period of less than 12 months, constitute individual "coverage terms". The last "coverage term" ends at 12:00 AM standard time at your mailing address shown in the Declarations on the earlier of:
 - (1) The day the policy period shown in the Declarations ends; or
 - (2) The day the policy to which this Coverage Part is attached is terminated or cancelled.
 - b. However, if after the issuance of this Coverage Part, any "coverage term" is extended for an additional period of less than 12 months, that additional period of time will be deemed to be part of the last preceding "coverage term".
4. "Coverage territory" means the United States of America including its territories and possessions, Puerto Rico and Canada.
5. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
6. "Employee" includes a "leased worker".

However, "employee" does not include a "temporary worker".
7. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws, articles of incorporation or any other similar governing document.
8. "Independent contractor" means a natural person who provides "professional services" on your behalf.
9. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" includes supervisors furnished to you by the labor leasing firm. "Leased worker" does not include a "temporary worker".
10. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
 - f. The use of another's advertising idea in your "advertisement"; or
 - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

11. "Pollutant" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, petroleum, petroleum products and petroleum by-products, and waste. Waste includes materials to be recycled, reconditioned or reclaimed. "Pollutants" include but are not limited to substances which are generally recognized in industry or government to be harmful or toxic to persons, property or the environment regardless of whether the injury or damage is caused directly or indirectly by the "pollutants" and whether:

- a.** The insured is regularly or otherwise engaged in activities which taint or degrade the environment; or
- b.** The insured uses, generates or produces the "pollutant".

12. "Professional incident" means a negligent act, error, omission, or malpractice in furnishing or failing to furnish "professional services" as a licensed barber or cosmetologist. All related negligent acts, errors, omissions or malpractice in furnishing or failing to furnish "professional services" as a licensed barber or cosmetologist shall be deemed one "professional incident".

13. "Professional liability" means injury arising from a "professional incident".

14. "Professional services" means only those services legally sanctioned by the barbering and cosmetology licensing laws or the regulations of the jurisdiction in which the insured operates, including service as a member or director of a formal accreditation, standards review or similar professional board or committee, unless otherwise excluded under this Coverage Part.

15. "Property damage" means:

- a.** Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b.** Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the incident that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

16. "Suit" means a civil proceeding in which money damages because of "professional liability" to which this insurance applies are alleged. "Suit" includes:

- a.** An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent.
- b.** Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or
- c.** An appeal of a civil proceeding.

17. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

18. "Workplace" means that place and during such hours to which the "employee" sustaining "bodily injury" was assigned by you, or any other person or entity acting on your behalf, to work on the date of injury.

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CONDOMINIUM OR HOMEOWNERS ASSOCIATIONS WRONGFUL ACTS COVERAGE FORM

Various provisions in this Coverage Part restrict coverage. Read the entire Coverage Part carefully to determine rights, duties and what is and what is not covered.

Throughout this Coverage Part the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II - WHO IS AN INSURED**.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION V - DEFINITIONS**.

SECTION I - COVERAGE

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as "damages" because of a "wrongful act". We will have the right and duty to defend the insured against any "suit" seeking those "damages". However, we will have no duty to defend the insured against any "suit" seeking "damages" to which this insurance does not apply. We may, at our discretion, investigate any incident that may lead to a "claim" or "suit" and settle any "claim" or "suit" that may result. But:

- (1) The amount we will pay for "damages" is limited as described in **SECTION III - LIMITS OF INSURANCE**; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless expressly provided for under **SECTION I - COVERAGE**, Paragraph 3. **Supplementary Payments**.

- b. This insurance applies to a "wrongful act" only if:
- (1) The "wrongful act" takes place in the "coverage territory"; and
 - (2) The "wrongful act" occurs during the policy period; or
 - (3) The "wrongful act" occurred prior to the policy period, provided any "claim" or "suit" emanating therefrom falls within the parameters of the in-

surance coverage provided by **SECTION VI - PRIOR ACTS** of this Coverage Part.

2. Exclusions

This insurance does not apply to any liability based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving:

a. Abuse or Molestation

Any actual, alleged or threatened abuse or molestation of any person.

b. Asbestos

Asbestos in any form or transmitted in any manner.

c. Bodily Injury, Personal Injury or Property Damage

Any actual or alleged:

- (1) Bodily injury, sickness, disease, or death of any person, assault, battery, mental anguish, or emotional distress;
- (2) "Property damage", including but not limited to physical injury, loss of or loss of use of currency or any negotiable or non-negotiable instruments or contracts representing money;
- (3) Invasion of privacy, wrongful entry, eviction, false arrest, false imprisonment, false detention, abuse of process, malicious prosecution, libel, slander, defamation, or disparaging of a person's or organization's goods, products or services; or
- (4) Interference with or damage to business reputation.

d. Breach of Contract

Breach of contract.

e. Compensation

Salaries, compensation, or bonuses of employees, directors, or officers.

f. Contractual Liability

Legal liability assumed by any insured under the terms, conditions or warranties of any oral or written contract or agreement, or by virtue of any waiver or release from liability of any third party, except to the extent the liability would have

attached to any such insured in the absence thereof.

g. Dishonest, Criminal or Malicious Acts

Any insured or any person for whose actions an insured is legally responsible, committing any deliberately fraudulent, dishonest, criminal or malicious act or omission, or willful or reckless violation of any statute, rule, regulation, agreement, or judicial or regulatory order.

h. ERISA

Any actual or alleged violation of the Employee Retirement Income Security Act of 1974 as amended or any rules, regulations or orders promulgated thereunder or any similar provisions of any federal, state or local statutory or common law in connection with any pension or welfare plan established for the benefit of your employees.

i. Employment-Related Practices

Injury to:

(1) A person arising out of any:

- (a)** Refusal to employ that person;
- (b)** Termination of that person's employment; or
- (c)** Other employment-related practices, policies, acts or omissions including but not limited to coercion, criticism, demotion, evaluation, failure to promote, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of injury to that person at whom any of the employment-related practices described in Paragraphs **(1)(a), (b) or **(c)** above is directed.**

This exclusion applies:

- (1)** Whether the injury-causing event described in Paragraphs **(1)(a), (b)** or **(c)** above occurs before employment, during employment or after employment of that person;
- (2)** Whether the insured may be liable as an employer or in any other capacity; and
- (3)** To any obligation to share "damages" with or repay someone else

who must pay "damages" because of the injury.

j. Failure to Effect or Maintain Insurance

Any failure to effect, maintain, or procure any insurance policy or bond, including any failure to obtain proper amounts, forms, conditions, or provisions on any insurance policy or bonds.

k. Insured Versus Insured

Any "claim" or "suit" which is brought by or on behalf of any insured or any person or organization which is controlled by, controls, or is under common control with you.

l. Intellectual Property Infringement

The infringement of copyright, patent, trademark, trade secret or other intellectual property rights.

m. Lead

Lead in any form or transmitted in any manner.

n. Nuclear

The hazardous properties, including radioactive, toxic or explosive properties, of any nuclear material. Nuclear material means any source material, special nuclear material, or by-product materials as those terms are defined under the Atomic Energy Act of 1954 or any amendments thereto.

o. Outside Position

Any "wrongful act" in the discharge of the duties of any insured as a director, officer, trustee, employee, volunteer or member of any organization other than yours, even if directed or requested to serve such other organization by you.

p. Personal Profit

Any insured or any person for whose actions an insured is legally responsible gaining in fact any personal profit or advantage to which they were not legally entitled.

q. Pollutant

- (1)** The actual, alleged, or threatened discharge, dispersal, seepage, migration, emission, release or escape of "pollutants"; or
- (2)** Any direction or request to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize "pollutants", including but not limited to

"claims" alleging damage to an insured.

r. Remuneration in Violation of Law

The return by any insured of any remuneration paid to such insured if payment of such remuneration shall be held by a court, or by a judgment or other final adjudication to have been in violation of law.

s. Securities Actions

(1) Any actual or alleged violation of:

- (a) The Securities Act of 1933 as amended or the Securities Exchange Act of 1934 as amended;
- (b) Any state Blue Sky or other state securities law applicable to publicly held shares;
- (c) Any rule, regulation or order issued pursuant to any of the statutes set forth in Exclusions (1)(a) or (b) above, or any federal or state common law concerning such acts, laws, rules, regulations or orders; or

(2) Profits or losses including an accounting thereof, resulting from the purchase or sale of any securities.

t. Violation of Civil Rights

Violation of any civil rights law whether Federal or State or local ordinance, including but not limited to discrimination on account of race, religion, sex, or age.

u. War

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these,

regardless of any other cause or event that contributes concurrently or in any sequence to the injury or damage.

With respect to any action that comes within the terms of this exclusion and involves nuclear reaction or radiation, or radioactive contamination, this War Exclusion supersedes Exclusion n. above.

3. Supplementary Payments

We will pay, with respect to any "claim" we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the "claim" or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- c. The cost of bonds to release attachments but only for bond amounts within the applicable limit of insurance. We do not have to furnish bonds.
- d. All court costs, taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
- e. Prejudgment interest awarded against the insured on that part of the judgment we become obligated to pay and which falls within the applicable limit of insurance. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest that is based on the period of time after the offer.
- f. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

SECTION II - WHO IS AN INSURED

Each of the following is an insured under this Coverage Part:

- 1. The association designated in the Wrongful Acts Declarations is an insured with respect to its liability because of "wrongful acts" committed by its "directors and officers".
- 2. Your "directors and officers" collectively, and each "director and officer" individually, but only while acting within the scope of their duties as such.
- 3. In the event of bankruptcy, insolvency, incompetency or death of an insured director or officer described in Paragraph 2. above, the legal representative, estate or heir of that director or officer is an insured, but only for "wrongful acts" of that director or officer.

SECTION III - LIMITS OF INSURANCE

- 1. The Limits of Insurance shown in the Wrongful Acts Declarations and the rules below fix

the most we will pay regardless of the number of:

- a. Insureds;
 - b. "Claims" made or "suits" brought; or
 - c. Persons or organizations making "claims" or bringing "suits".
2. The Aggregate Limit is the most we will pay for "damages" for all "claims" or "suits" to which this insurance applies.
3. The Each Claim Limit is the most we will pay for "damages" arising out of any one "claim" or "suit". "Claims" based on or arising out of "Interrelated wrongful acts" shall be considered a single "claim".

The Limits of Insurance of this Coverage Part apply separately to each "coverage term".

SECTION IV - CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties in the Event of Wrongful Act, Claim or Suit

- a. You must see to it that we are notified promptly if you become aware of any "wrongful act" which reasonably would be expected to be the basis of a "claim" or "suit" covered by this insurance.
- b. If a "claim" is made or "suit" is brought against any insured, you must see to it that we receive prompt written notice of the "claim" or "suit".
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses, or legal papers received in connection with the "claim" or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation, settlement or defense of the "claim" or "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense without our written consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us under this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Liberalization

If, within 60 days prior to the beginning of this Coverage Part or during the policy period, we make any changes to any forms or endorsements of this Coverage Part for which there is currently no separate premium charge, and that change provides more coverage than this Coverage Part, the change will automatically apply to this Coverage Part as of the latter of:

- a. The date we implemented the change in your state; or
- b. The date this Coverage Part became effective; and

will be considered as included until the end of the current policy period. We will make no additional premium charge for this additional coverage during the interim.

5. Multi-Year Policies

If this Coverage Part is issued for more than one year, the premium shall be computed annually based on our rates or premiums in effect at each anniversary.

6. Other Insurance

This insurance shall be excess of any other valid and collectible insurance available to the insured, whether such other insurance is stated to be primary, contributory, excess, contingent, pro rata or otherwise, unless such other insurance is written only as a specific excess insurance over the Limits of Insurance provided in this Coverage Part.

In addition, this insurance shall not cover any loss for which the insured is entitled to recovery under any other insurance in force previous to the effective date of this Coverage Part.

7. Representations

By accepting this policy, you agree:

- a. The statements in the Wrongful Acts Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

8. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom "claim" is made or "suit" is brought.

9. Transfer of Rights of Recovery Against Others to Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

10. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

1. "Claim" means a demand received by an insured for money, including the service of a "suit".
2. "Coverage term" means the following individual increment, or if a multi-year policy period, increments, of time, which comprise the policy period of this Coverage Part:
 - a. The year commencing on the Effective Date of this Coverage Part at 12:01 AM standard time at your mailing address shown in the Declarations, and if a multi-year policy period, each consecutive annual period thereafter, or portion thereof if any period is for a period of less than 12 months, constitute individual "coverage terms". The last "coverage term" ends at 12:00 AM standard time at your mailing

address shown in the Declarations on the earlier of:

- (1) The day the policy period shown in the Declarations ends; or
 - (2) The day the policy to which this Coverage Part is attached is terminated or cancelled.
- b. However, if after the issuance of this Coverage Part, any "coverage term" is extended for an additional period of less than 12 months, that additional period of time will be deemed to be part of the last preceding "coverage term".
3. "Coverage territory" means anywhere in the world, provided the original "claim" or "suit" for such "damages" is brought within the United States of America, its territories or possessions, Puerto Rico or Canada.
4. "Damages" means the total amount of monetary damages that the insured become legally obligated to pay on account of all "claims" for a "wrongful act" with respect to which coverage hereunder applies, including damages, judgments, and settlements.

"Damages" shall not include:

 - a. Taxes, criminal or civil fines, or penalties imposed by law;
 - b. Punitive or exemplary damages or any multiplied damage award in excess of the amount so multiplied;
 - c. Any amounts which the insured is obligated to pay as a result of a "claim" seeking relief or redress in any form other than monetary damages; or
 - d. Any matter deemed uninsurable under the law pursuant to which this Coverage Part shall be construed.
5. "Directors and officers" means those individuals who were, now are, or shall be:
 - a. The holder of any elected or appointed officer position created by the charters or bylaws of your condominium association or homeowners association, including any such officer positions created on or after the effective date of this Coverage Part;
 - b. A duly elected or appointed member of the governing board of your condominium association or homeowners association; and
 - c. The lawful spouse of a person described in **a.** or **b.** above, but only to the extent such person is a party to any "claim" solely in such person's capacity as a spouse of a person described in **a.** or **b.**

above and only if the "claim" seeks "damages" recoverable from marital community property, property jointly held by the person described in **a.** or **b.** above and the spouse, or property transferred from the person described in **a.** or **b.** above to the spouse.

6. "Interrelated wrongful acts" means all causally connected "wrongful acts".
7. "Pollutant" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, petroleum, petroleum products and petroleum by-products, and waste. Waste includes materials to be recycled, reconditioned or reclaimed. "Pollutants" include but are not limited to substances which are generally recognized in industry or government to be harmful or toxic to persons, property or the environment regardless of whether the injury or damage is caused directly or indirectly by the "pollutants" and whether:
 - a. The insured is regularly or otherwise engaged in activities which taint or degrade the environment; or
 - b. The insured uses, generates or produces the "pollutant".
8. "Property damage" means:
 - a. Injury or damage, of any nature, to tangible or intangible property, including all resulting loss of use of that property; or
 - b. Loss of or loss of use of tangible or intangible property that is not otherwise injured or damaged.
9. "Suit" means a civil proceeding in which "damages" because of a "wrongful act" to which this insurance applies are alleged. "Suit" includes:
 - a. An arbitration proceeding in which such "damages" are claimed and to which the insured must submit or does submit with our consent;
 - b. Any other alternative dispute resolution proceeding in which such "damages" are claimed and to which the insured submits with our consent; or
 - c. An appeal of a civil proceeding.
10. "Wrongful act" means any actual or alleged error, misstatement, misleading statement, act or omission, or neglect or breach of duty by your "directors and officers" in the discharge of their duties as such.

SECTION VI - PRIOR ACTS

The following provisions apply to "wrongful acts" that occurred prior to the Effective Date of this

Coverage Part and apply in addition to all of the other provisions of this Coverage Part with respect to such "wrongful acts".

1. Coverage

This insurance shall also apply to a "wrongful act", subject to all of the other provisions of this Coverage Part, which occurred before the Effective Date, provided:

- a. No "claim" emanating from that "wrongful act" had been first made, per Paragraph **2.** below, prior to the Effective Date;
- b. There is no other applicable insurance; and
- c. The first "claim" emanating from that "wrongful act" is made during the policy period of this Coverage Part.

2. Notice

A "claim" shall be considered as being first made at the earlier of the following time:

- a. When notice of such "claim" is received and recorded by any insured, by any insured's prior insurer, or by us, whichever comes first; or
- b. When notice of circumstances which may result in a "claim" is received by any insured, insured's prior insurer or by us, whichever comes first.

All "claims" for "damages" because of a "wrongful act" will be deemed to have been first made at the time the first of those "claims" is made.

3. Exclusions

This insurance does not apply to any liability based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving:

a. Prior Knowledge or Breach of Duty

Any "wrongful act" committed, attempted or allegedly committed or attempted prior to the policy period if:

- (1) Prior to the earlier of the following dates:

- (a) The Effective Date of this Coverage Part, or
- (b) The Effective Date of the original Coverage Part of which this Coverage Part is a renewal or replacement,

any insured knew or should have reasonably foreseen that such "wrongful act" might be the basis of a "claim"; or

- (2) There is a previous policy under which any insured is entitled to coverage for such "claim", or would have been, except for the breach of a duty owed.

b. Prior Notice or Interrelated Wrongful Acts

- (1) Any "wrongful act" or any fact, circumstance or situation which has been the subject of any notice given prior to the policy period under any other policy; or
- (2) Any other "wrongful act" whenever occurring, which, together with a "wrongful act" which has been the subject of such notice, would constitute "interrelated wrongful acts".

c. Prior or Pending Litigation

Any prior and / or pending litigation as of the Prior and / or Pending Date stated in

the Declarations for this Coverage Part or any fact, circumstance, situation, transaction or event underlying or alleged in such litigation, regardless of the legal theory asserted in such "claim".

4. Limits of Insurance

The Limits of Insurance applicable to a "claim" subject to the provisions of **SECTION VI - PRIOR ACTS** of this Coverage Part are those Limits of Insurance applicable to the "coverage term" in which such "claim" is first made per Paragraph **2.** above. The applicable Limits of Insurance for such "claim" are included within, and are not in addition to, those applicable to the "coverage term".

5. Cessation of Coverage

Insurance coverage provided hereunder for "wrongful acts" that occurred prior to the Effective Date of this Coverage Part applies only while this Coverage Part is valid, in force and the policy period has not expired.

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COUNTY RECORDER AND / OR COUNTY CLERK'S ERRORS AND OMISSIONS INSURANCE COVERAGE FORM

Various provisions in this Coverage Part restrict coverage. Read the entire Coverage Part carefully to determine rights, duties and what is and what is not covered.

Throughout this Coverage Part the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II - WHO IS AN INSURED**.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION V - DEFINITIONS**.

SECTION I - COVERAGE

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages due to "interrelated injury". We will have the right and duty to defend any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any incident that may lead to a claim or "suit" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in **SECTION III - LIMITS OF INSURANCE**; and
- (2) Our right and duty to defend ends when we have used the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless expressly provided for under **SECTION I - COVERAGE**, Paragraph 3. **Supplementary Payments**.

- b. This insurance applies to "interrelated injury" only if:
- (1) It occurs in the "coverage territory"; and
 - (2) The earlier of the following first occurs during the "coverage term":
 - (a) The first injury arising from the "interrelated injury" occurs; or
 - (b) The first injury arising from the "interrelated injury" begins to occur.

2. Exclusions

This insurance does not apply to:

a. Abuse or Molestation

Any liability based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any actual, alleged or threatened abuse or molestation of any person.

b. Aircraft, Auto or Watercraft

Injury arising out of the ownership, maintenance, operation, use, entrustment, loading or unloading of any motor vehicle, trailer, watercraft, or aircraft.

c. Asbestos

Injury arising out of, attributable to, or any way related to asbestos in any form or transmitted in any manner.

d. Bodily Injury, Property Damage or Personal and Advertising Injury

"Bodily injury", "property damage" or "personal and advertising injury".

e. Contractual Liability

Any obligation or liability of others assumed by an insured under any contract or agreement, either oral or written, except to the extent the insured would have been liable in the absence of the contract or agreement.

f. Discrimination

Any liability based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving non-employment related discrimination.

g. Dishonest, Criminal or Malicious Acts

Acts, errors or omissions of any insured that are dishonest, criminal or malicious.

h. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

i. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured sustained in the "workplace";
- (2) An "employee" of the insured arising out of the performance of duties re-

lated to the conduct of the insured's business; or

- (3) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraphs (1) or (2) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

j. Employment-Related Practices

Injury to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Other employment-related practices, policies, acts or omissions including but not limited to coercion, criticism, demotion, evaluation, failure to promote, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of injury to that person at whom any of the employment-related practices described in Paragraphs (1)(a), (b) or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (1)(a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

k. Expected or Intended Injury

Liability which may reasonably be expected to result from the intentional or criminal acts of an insured or which is in fact expected or intended by the insured, even if the injury or damage is of a differ-

ent degree or type than actually expected or intended.

l. Nuclear

Any liability based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving the hazardous properties, including radioactive, toxic or explosive properties, of any nuclear material, Nuclear material means any source material, special nuclear material, or by-product materials as those terms are defined under the Atomic Energy Act of 1954 or any amendments thereto.

m. Opinion of Title

Claims based on or arising out of any opinion of title on real estate rendered or furnished by any insured.

n. Other Operations

The ownership, maintenance, use or repair of any property, or the conduct of any business enterprise that is wholly or partly owned, operated, or managed by any insured either individually or as executor, administrator, trustee, receiver, or in any other fiduciary capacity.

o. Pollutant

Injury arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release, escape or emission of "pollutants" at any time.

p. Pollutant-Related

Any loss, cost or expense arising out of any:

- a. Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- b. Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

q. War

Injury, however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or ex-

pected attack, by any government, sovereign or other authority using military personnel or other agents; or

- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

r. Workers' Compensation and Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

3. Supplementary Payments

We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- c. The cost of bonds to release attachments but only for bond amounts within the applicable limit of insurance. We do not have to furnish bonds.
- d. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
- e. Prejudgment interest awarded against the insured on that part of the judgment we become obligated to pay and which falls within the applicable limit of insurance. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest that is based on the period of time after the offer.
- f. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

SECTION II - WHO IS AN INSURED

You, the governmental subdivision listed in the Declarations as the Named Insured, are an insured, and each of the following is an insured as well, but only while acting within the scope of their duties as such:

1. Your recorder and deputy recorder and / or clerk and deputy clerk;

2. Any other elective or appointive officer or a member of any board or commission or agency of yours; and

3. Your "employees".

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Errors and Omissions Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The Aggregate Limit is the most we will pay for all damages for all claims or "suits" to which this insurance applies.
3. Subject to 2. above, the Each Claim Limit is the most we will pay for all damages arising out of "interrelated injury".
4. We will be liable only for damages insured under this Coverage Part that are in excess of the Deductible stated in the Declarations. The Deductible applies separately to each individual claim for damages. The Deductible does not apply to any payment made under **SECTION I - COVERAGE, Paragraph 3. Supplementary Payments**.

The Limits of Insurance of this Coverage Part apply separately to each "coverage term".

SECTION IV - CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties in the Event of Incident, Claim or Suit

- a. You must see to it that we are notified promptly of every incident which may result in a claim. Notice should include:

- (1) How, when and where the incident took place; and
- (2) The names and addresses of any injured persons and witnesses.

- b. If a claim is made or "suit" is brought against any insured, you must see to it that we receive prompt written notice of the claim or "suit".

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses, or legal papers received in connection with the claim or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insureds will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our written consent.
- 3. Legal Action Against Us**

No person or organization has a right under this Coverage Part:

 - a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
 - b. To sue us under this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.
- 4. Liberalization**

If, within 60 days prior to the beginning of this Coverage Part or during the policy period, we make any changes to any forms or endorsements of this Coverage Part for which there is currently no separate premium charge, and that change provides more coverage than this Coverage Part, the change will automatically apply to this Coverage Part as of the latter of:

 - a. The date we implemented the change in your state; or
 - b. The date this Coverage Part became effective; and

will be considered as included until the end of the current policy period. We will make no additional premium charge for this additional coverage during the interim.

5. Multi-Year Policies

If this Coverage Part is issued for more than one year, the premium shall be computed annually based on our rates or premiums in effect at each anniversary.

6. Other Insurance

This insurance is excess over, and shall not contribute with any other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Part.

7. Representations

By accepting this policy, you agree:

- a. The statements in the Errors and Omissions Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

8. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

9. Transfer of Rights of Recovery Against Others to Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

10. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. "Advertise-

ment" includes a publicity article. For the purposes of this definition:

- a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an "advertisement".
2. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
 3. "Coverage term" means the following individual increment, or if a multi-year policy period, increments, of time, which comprise the policy period of this Coverage Part:
 - a. The year commencing on the Effective Date of this Coverage Part at 12:01 AM standard time at your mailing address shown in the Declarations, and if a multi-year policy period, each consecutive annual period thereafter, or portion thereof if any period is for a period of less than 12 months, constitute individual "coverage terms". The last "coverage term" ends at 12:00 AM standard time at your mailing address shown in the Declarations on the earlier of:
 - (1) The day the policy period shown in the Declarations ends; or
 - (2) The day the policy to which this Coverage Part is attached is terminated or cancelled.
 - b. However, if after the issuance of this Coverage Part, any "coverage term" is extended for an additional period of less than 12 months, that additional period of time will be deemed to be part of the last preceding "coverage term".
 4. "Coverage territory" means anywhere in the world, provided the original claim or "suit" for such damages is brought within the United States of America, its territories or possessions, Puerto Rico or Canada.
 5. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
 6. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
 7. "Interrelated injury" means all injury arising from:

- a. A single negligent act, error, omission or mistake; or
- b. A series of related negligent acts, errors, omissions or mistakes,

in the conduct of your duties as county recorder and / or county clerk by you or any other person for whose acts you are legally liable, which is traceable to the same:

- (1) Person;
- (2) Persons acting in concert; or
- (3) Application or misapplication of:
 - (a) Your policies, guidelines, directives or procedures; or
 - (b) The laws or regulations:
 - 1) Under which you operate; or
 - 2) You are charged with implementing or enforcing.

8. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" includes supervisors furnished to you by the labor leasing firm. "Leased worker" does not include a "temporary worker".
9. "Personal and advertising injury" means injury, including "bodily injury", arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. Abuse of process;
 - d. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - e. Defamation of character, including oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - f. Oral or written publication, in any manner, of material that violates a person's right of privacy;
 - g. The use of another's advertising idea in your "advertisement";
 - h. Infringing upon another's copyright, trade dress or slogan in your "advertisement"; or
 - i. Discrimination.

10. "Pollutant" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, petroleum, petroleum products and petroleum by-products, and waste. Waste includes materials to be recycled, reconditioned or reclaimed. "Pollutants" include but are not limited to substances which are generally recognized in industry or government to be harmful or toxic to persons, property or the environment regardless of whether the injury or damage is caused directly or indirectly by the "pollutants" and whether:

- a.** The insured is regularly or otherwise engaged in activities which taint or degrade the environment; or
- b.** The insured uses, generates or produces the "pollutant".

11. "Property damage" means:

- a.** Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b.** Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the incident that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

12. "Suit" means a civil proceeding in which money damages because of injury to which this insurance applies are alleged. "Suit" includes:

- a.** An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;
- b.** Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or
- c.** An appeal of a civil proceeding.

13. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

14. "Workplace" means that place and during such hours to which the "employee" sustaining "bodily injury" was assigned by you, or any other person or entity acting on your behalf, to work on the date of injury.

RELIGIOUS INSTITUTIONS

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RELIGIOUS INSTITUTIONS

WRONGFUL ACTS COVERAGE FORM

Various provisions in this Coverage Part restrict coverage. Read the entire Coverage Part carefully to determine rights, duties and what is and what is not covered.

Throughout this Coverage Part the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II - WHO IS AN INSURED**.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION V - DEFINITIONS**.

SECTION I - COVERAGE

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as "damages" because of a "wrongful act". We will have the right and duty to defend the insured against any "suit" seeking those "damages". However, we will have no duty to defend the insured against any "suit" seeking "damages" to which this insurance does not apply. We may, at our discretion, investigate any incident that may lead to a "claim" or "suit" and settle any "claim" or "suit" that may result. But:

- (1) The amount we will pay for "damages" is limited as described in **SECTION III - LIMITS OF INSURANCE**; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless expressly provided for under **SECTION I - COVERAGE**, Paragraph 3. **Supplementary Payments**.

- b. This insurance applies to a "wrongful act" only if:
- (1) The "wrongful act" takes place in the "coverage territory"; and
 - (2) The "wrongful act" occurs during the policy period; or
 - (3) The "wrongful act" occurred prior to the policy period, provided any "claim" or "suit" emanating therefrom falls within the parameters of the in-

surance coverage provided by **SECTION VI - PRIOR ACTS** of this Coverage Part.

2. Exclusions

This insurance does not apply to any liability based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving:

a. Abuse or Molestation

Any actual, alleged or threatened abuse or molestation of any person.

b. Asbestos

Asbestos in any form or transmitted in any manner.

c. Bodily Injury, Personal Injury or Property Damage

Any actual or alleged:

- (1) Bodily injury, sickness, disease, or death of any person, assault, battery, mental anguish, or emotional distress;
- (2) "Property damage", including but not limited to physical injury, loss of or loss of use of currency or any negotiable or non-negotiable instruments or contracts representing money;
- (3) Invasion of privacy, wrongful entry, eviction, false arrest, false imprisonment, false detention, abuse of process, malicious prosecution, libel, slander, defamation, or disparaging of a person's or organization's goods, products or services; or
- (4) Interference with or damage to business reputation.

d. Breach of Contract

Breach of contract.

e. Compensation

Salaries, compensation, or bonuses of employees, directors, or officers.

f. Contractual Liability

Legal liability assumed by any insured under the terms, conditions or warranties of any oral or written contract or agreement, or by virtue of any waiver or release from liability of any third party, except to the extent the liability would have

attached to any such insured in the absence thereof.

g. Dishonest, Criminal or Malicious Acts

Any insured or any person for whose actions an insured is legally responsible, committing any deliberately fraudulent, dishonest, criminal or malicious act or omission, or willful or reckless violation of any statute, rule, regulation, agreement, or judicial or regulatory order.

h. ERISA

Any actual or alleged violation of the Employee Retirement Income Security Act of 1974 as amended or any rules, regulations or orders promulgated thereunder or any similar provisions of any federal, state or local statutory or common law in connection with any pension or welfare plan established for the benefit of your employees.

i. Employment-Related Practices

Injury to:

(1) A person arising out of any:

- (a)** Refusal to employ that person;
- (b)** Termination of that person's employment; or
- (c)** Other employment-related practices, policies, acts or omissions including but not limited to coercion, criticism, demotion, evaluation, failure to promote, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of injury to that person at whom any of the employment-related practices described in Paragraphs **(1)(a), (b) or **(c)** above is directed.**

This exclusion applies:

- (1)** Whether the injury-causing event described in Paragraphs **(1)(a), (b)** or **(c)** above occurs before employment, during employment or after employment of that person;
- (2)** Whether the insured may be liable as an employer or in any other capacity; and
- (3)** To any obligation to share "damages" with or repay someone else

who must pay "damages" because of the injury.

j. Failure to Effect or Maintain Insurance

Any failure to effect, maintain, or procure any insurance policy or bond, including any failure to obtain proper amounts, forms, conditions, or provisions on any insurance policy or bonds.

k. Insured Versus Insured

Any "claim" or "suit" which is brought by or on behalf of any insured or any person or organization which is controlled by, controls, or is under common control with you.

l. Intellectual Property Infringement

The infringement of copyright, patent, trademark, trade secret or other intellectual property rights.

m. Lead

Lead in any form or transmitted in any manner.

n. Nuclear

The hazardous properties, including radioactive, toxic or explosive properties, of any nuclear material. Nuclear material means any source material, special nuclear material, or by-product materials as those terms are defined under the Atomic Energy Act of 1954 or any amendments thereto.

o. Outside Position

Any "wrongful act" in the discharge of the duties of any insured as a director, officer, trustee, employee, volunteer or member of any organization other than yours, even if directed or requested to serve such other organization by you.

p. Personal Profit

Any insured or any person for whose actions an insured is legally responsible gaining in fact any personal profit or advantage to which they were not legally entitled.

q. Pollutant

- (1)** The actual, alleged, or threatened discharge, dispersal, seepage, migration, emission, release or escape of "pollutants"; or
- (2)** Any direction or request to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize "pollutants", including but not limited to

"claims" alleging damage to an insured.

r. Remuneration in Violation of Law

The return by any insured of any remuneration paid to such insured if payment of such remuneration shall be held by a court, or by a judgment or other final adjudication to have been in violation of law.

s. Schools

Any transaction or decision made by the school board, board of education, education committee, or similar governing body.

t. Securities Actions

(1) Any actual or alleged violation of:

- (a) The Securities Act of 1933 as amended or the Securities Exchange Act of 1934 as amended;
- (b) Any state Blue Sky or other state securities law applicable to publicly held shares;
- (c) Any rule, regulation or order issued pursuant to any of the statutes set forth in Exclusions (1)(a) or (b) above, or any federal or state common law concerning such acts, laws, rules, regulations or orders; or

(2) Profits or losses including an accounting thereof, resulting from the purchase or sale of any securities.

u. Violation of Civil Rights

Violation of any civil rights law whether Federal or State or local ordinance, including but not limited to discrimination on account of race, religion, sex, or age.

v. War

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these,

regardless of any other cause or event that contributes concurrently or in any sequence to the injury or damage.

With respect to any action that comes within the terms of this exclusion and involves nuclear reaction or radiation, or radioactive contamination, this War Exclusion supersedes Exclusion n. above.

3. Supplementary Payments

We will pay, with respect to any "claim" we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the "claim" or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- c. The cost of bonds to release attachments but only for bond amounts within the applicable limit of insurance. We do not have to furnish bonds.
- d. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
- e. Prejudgment interest awarded against the insured on that part of the judgment we become obligated to pay and which falls within the applicable limit of insurance. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest that is based on the period of time after the offer.
- f. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

SECTION II - WHO IS AN INSURED

Each of the following is an insured under this Coverage Part:

- 1. The institution designated in the Wrongful Acts Declarations is an insured with respect to its liability because of "wrongful acts" committed by its "directors and officers".
- 2. Your "directors and officers" collectively, and each "director and officer" individually, but only while acting within the scope of their duties as such.
- 3. In the event of bankruptcy, insolvency, incompetency or death of an insured director or officer described in Paragraph 2. above, the legal representative, estate or heir of that di-

rector or officer is an insured, but only for "wrongful acts" of that director or officer.

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Wrongful Acts Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. "Claims" made or "suits" brought; or
 - c. Persons or organizations making "claims" or bringing "suits".
2. The Aggregate Limit is the most we will pay for "damages" for all "claims" or "suits" to which this insurance applies.
3. The Each Claim Limit is the most we will pay for "damages" arising out of any one "claim" or "suit". "Claims" based on or arising out of "interrelated wrongful acts" shall be considered a single "claim".

The Limits of Insurance of this Coverage Part apply separately to each "coverage term".

SECTION IV - CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties in the Event of Wrongful Act, Claim or Suit

- a. You must see to it that we are notified promptly if you become aware of any "wrongful act" which reasonably would be expected to be the basis of a "claim" or "suit" covered by this insurance.
- b. If a "claim" is made or "suit" is brought against any insured, you must see to it that we receive prompt written notice of the "claim" or "suit".
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses, or legal papers received in connection with the "claim" or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation, settlement or defense of the "claim" or "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of in-

jury or damage to which this insurance may also apply.

- d. No insured will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense without our written consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us under this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Liberalization

If, within 60 days prior to the beginning of this Coverage Part or during the policy period, we make any changes to any forms or endorsements of this Coverage Part for which there is currently no separate premium charge, and that change provides more coverage than this Coverage Part, the change will automatically apply to this Coverage Part as of the latter of:

- a. The date we implemented the change in your state; or
- b. The date this Coverage Part became effective; and

will be considered as included until the end of the current policy period. We will make no additional premium charge for this additional coverage during the interim.

5. Multi-Year Policies

If this Coverage Part is issued for more than one year, the premium shall be computed annually based on our rates or premiums in effect at each anniversary.

6. Other Insurance

This insurance shall be excess of any other valid and collectible insurance available to the insured, whether such other insurance is stated to be primary, contributory, excess, contingent, pro rata or otherwise, unless such other insurance is written only as a specific

excess insurance over the Limits of Insurance provided in this Coverage Part.

In addition, this insurance shall not cover any loss for which the insured is entitled to recovery under any other insurance in force previous to the effective date of this Coverage Part.

7. Representations

By accepting this policy, you agree:

- a. The statements in the Wrongful Acts Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

8. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom "claim" is made or "suit" is brought.

9 Transfer of Rights of Recovery Against Others to Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

10. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

1. "Claim" means a demand received by an insured for money, including the service of a "suit".
2. "Coverage term" means the following individual increment, or if a multi-year policy period, increments, of time, which comprise the policy period of this Coverage Part:
 - a. The year commencing on the Effective Date of this Coverage Part at 12:01 AM

standard time at your mailing address shown in the Declarations, and if a multi-year policy period, each consecutive annual period thereafter, or portion thereof if any period is for a period of less than 12 months, constitute individual "coverage terms". The last "coverage term" ends at 12:00 AM standard time at your mailing address shown in the Declarations on the earlier of:

- (1) The day the policy period shown in the Declarations ends; or
 - (2) The day the policy to which this Coverage Part is attached is terminated or cancelled.
- b. However, if after the issuance of this Coverage Part, any "coverage term" is extended for an additional period of less than 12 months, that additional period of time will be deemed to be part of the last preceding "coverage term".
3. "Coverage territory" means anywhere in the world, provided the original "claim" or "suit" for such "damages" is brought within the United States of America, its territories or possessions, Puerto Rico or Canada.
 4. "Damages" means the total amount of monetary damages that the insured become legally obligated to pay on account of all "claims" for a "wrongful act" with respect to which coverage hereunder applies, including damages, judgments, and settlements.

"Damages" shall not include:

 - a. Taxes, criminal or civil fines, or penalties imposed by law;
 - b. Punitive or exemplary damages or any multiplied damage award in excess of the amount so multiplied;
 - c. Any amounts which the insured is obligated to pay as a result of a "claim" seeking relief or redress in any form other than monetary damages; or
 - d. Any matter deemed uninsurable under the law pursuant to which this Coverage Part shall be construed.
 5. "Directors and officers" means those individuals who were, now are, or shall be:

- a. The holder of any elected or appointed officer position created by the charters or by-laws of your institution, including any such officer positions created on or after the effective date of this Coverage Part;
- b. A duly elected or appointed member of the governing board of your institution;

- c. Your trustees and members, but only while serving on a committee or in some other official capacity at the request or direction of your duly elected or appointed officer(s); and
 - d. The lawful spouse of a person described in **a.**, **b.** or **c.** above, but only to the extent such person is a party to any "claim" solely in such person's capacity as a spouse of a person described in **a.**, **b.** or **c.** above and only if the "claim" seeks "damages" recoverable from marital community property, property jointly held by the person described in **a.**, **b.** or **c.** above and the spouse, or property transferred from the person described in **a.**, **b.** or **c.** above to the spouse.
6. "Interrelated wrongful acts" means all causally connected "wrongful acts".
7. "Pollutant" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, petroleum, petroleum products and petroleum by-products, and waste. Waste includes materials to be recycled, reconditioned or reclaimed. "Pollutants" include but are not limited to substances which are generally recognized in industry or government to be harmful or toxic to persons, property or the environment regardless of whether the injury or damage is caused directly or indirectly by the "pollutants" and whether:
- a. The insured is regularly or otherwise engaged in activities which taint or degrade the environment; or
 - b. The insured uses, generates or produces the "pollutant".
8. "Property damage" means:
- a. Injury or damage, of any nature, to tangible or intangible property, including all resulting loss of use of that property; or
 - b. Loss of or loss of use of tangible or intangible property that is not otherwise injured or damaged.
9. "Suit" means a civil proceeding in which "damages" because of a "wrongful act" to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such "damages" are claimed and to which the insured must submit or does submit with our consent;
 - b. Any other alternative dispute resolution proceeding in which such "damages" are claimed and to which the insured submits with our consent; or

- c. An appeal of a civil proceeding.

10. "Wrongful act" means any actual or alleged error, misstatement, misleading statement, act or omission, or neglect or breach of duty by your "directors and officers" in the discharge of their duties as such.

SECTION VI - PRIOR ACTS

The following provisions apply to "wrongful acts" that occurred prior to the Effective Date of this Coverage Part and apply in addition to all of the other provisions of this Coverage Part with respect to such "wrongful acts".

1. Coverage

This insurance shall also apply to a "wrongful act", subject to all of the other provisions of this Coverage Part, which occurred before the Effective Date, provided:

- a. No "claim" emanating from that "wrongful act" had been first made, per Paragraph **2.** below, prior to the Effective Date;
- b. There is no other applicable insurance; and
- c. The first "claim" emanating from that "wrongful act" is made during the policy period of this Coverage Part.

2. Notice

A "claim" shall be considered as being first made at the earlier of the following time:

- a. When notice of such "claim" is received and recorded by any insured, by any insured's prior insurer, or by us, whichever comes first; or
- b. When notice of circumstances which may result in a "claim" is received by any insured, insured's prior insurer or by us, whichever comes first.

All "claims" for "damages" because of a "wrongful act" will be deemed to have been first made at the time the first of those "claims" is made.

3. Exclusions

This insurance does not apply to any liability based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving:

a. Prior Knowledge or Breach of Duty

Any "wrongful act" committed, attempted or allegedly committed or attempted prior to the policy period if:

- (1) Prior to the earlier of the following dates:

(a) The Effective Date of this Coverage Part, or

(b) The Effective Date of the original Coverage Part of which this Coverage Part is a renewal or replacement,

any insured knew or should have reasonably foreseen that such "wrongful act" might be the basis of a "claim"; or

(2) There is a previous policy under which any insured is entitled to coverage for such "claim", or would have been, except for the breach of a duty owed.

b. Prior Notice or Interrelated Wrongful Acts

(1) Any "wrongful act" or any fact, circumstance or situation which has been the subject of any notice given prior to the policy period under any other policy; or

(2) Any other "wrongful act" whenever occurring, which, together with a "wrongful act" which has been the subject of such notice, would constitute "interrelated wrongful acts".

c. Prior or Pending Litigation

Any prior and / or pending litigation as of the Prior and / or Pending Date stated in the Declarations for this Coverage Part or any fact, circumstance, situation, transaction or event underlying or alleged in such litigation, regardless of the legal theory asserted in such "claim".

4. Limits of Insurance

The Limits of Insurance applicable to a "claim" subject to the provisions of **SECTION VI - PRIOR ACTS** of this Coverage Part are those Limits of Insurance applicable to the "coverage term" in which such "claim" is first made per Paragraph 2. above. The applicable Limits of Insurance for such "claim" are included within, and are not in addition to, those applicable to the "coverage term".

5. Cessation of Coverage

Insurance coverage provided hereunder for "wrongful acts" that occurred prior to the Effective Date of this Coverage Part applies only while this Coverage Part is valid, in force and the policy period has not expired.

EMERGENCY MEDICAL TECHNICIAN PROFESSIONAL LIABILITY COVERAGE FORM - TABLE OF CONTENTS

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EMERGENCY MEDICAL TECHNICIAN PROFESSIONAL LIABILITY COVERAGE FORM

Various provisions in this Coverage Part restrict coverage. Read the entire Coverage Part carefully to determine rights, duties and what is and what is not covered.

Throughout this Coverage Part the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II - WHO IS AN INSURED**.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION V - DEFINITIONS**.

SECTION I - COVERAGE

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as "damages" due to injury caused by a "professional incident". We will have the right and duty to defend any "suit" seeking those "damages". However, we will have no duty to defend the insured against any "suit" seeking "damages" to which this insurance does not apply. We may, at our discretion, investigate any incident that may lead to a claim or "suit" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for "damages" is limited as described in **SECTION III - LIMITS OF INSURANCE**; and
- (2) Our right and duty to defend ends when we have used the applicable limit of insurance in the payment of judgments or settlements

No other obligation or liability to pay sums or perform acts or services is covered unless expressly provided for under **SECTION I - COVERAGE**, Paragraph 3. **Supplementary Payments**.

- b. This insurance applies to injury only if:

- (1) The "professional incident" takes place in the "coverage territory"; and
- (2) The earlier of the following first occurs during the "coverage term":
 - (a) The first injury arising from the "professional incident" occurs;
or

- (b) The first injury arising from the "professional incident" begins to occur,

2. Exclusions

This insurance does not apply to:

a. Abuse or Molestation

Any liability based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any actual, alleged or threatened abuse or molestation of any person.

b. Aircraft, Auto or Watercraft

Injury arising out of the ownership, maintenance, operation, use, entrustment, loading or unloading of any motor vehicle, trailer, watercraft, or aircraft.

However, this exclusion does not apply to loading or unloading of patients from any "ambulance".

c. Asbestos

Injury arising out of, attributable to, or any way related to asbestos in any form or transmitted in any manner.

d. Contractual Liability

Any obligation or liability of others assumed by an insured under any contract or agreement, either oral or written, except to the extent the insured would have been liable in the absence of the contract or agreement.

e. Discrimination

Any liability based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving non-employment related discrimination.

f. Dishonest, Criminal or Malicious Acts

Acts, errors or omissions of any insured that are dishonest, criminal or malicious.

g. Employer's Liability

Injury, sickness or disease, including death, suffered by:

- (1) An employee of an insured sustained in the "workplace";
- (2) An employee of an insured arising out of the performance of duties re-

lated to the conduct of the insured's business; or

- (3) The spouse, child, parent, brother or sister of that employee as a consequence of (1) or (2) above.

This exclusion applies:

- (1) Whether an insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share "damages" with or repay someone else who must pay "damages" because of the injury, sickness or disease, including death.

h. Employment-Related Practices

Injury to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Other employment-related practices, policies, acts or omissions including but not limited to coercion, criticism, demotion, evaluation, failure to promote, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of injury to that person at whom any of the employment-related practices described in Paragraphs (1)(a), (b) or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (1)(a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share "damages" with or repay someone else who must pay "damages" because of the injury.

i. Expected or Intended Injury

Injury, sickness or disease, including death, which may reasonably be expected to result from the intentional or

criminal acts of one or more insureds or which is in fact expected or intended by one or more insureds, even if the injury or damage is of a different degree or type than actually expected or intended.

j. Nuclear

Any liability based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving the hazardous properties, including radioactive, toxic or explosive properties, of any nuclear material. Nuclear material means any source material, special nuclear material, or by-product materials as those terms are defined under the Atomic Energy Act of 1954 or any amendments thereto;

k. Other Operations

"Damages" for which any insured may be held liable as a proprietor, superintendent, executive officer, stockholder or member of the board of directors, trustees or governors of any hospital, sanitarium, clinic with bed and board facilities, nursing home, laboratory or other business enterprise.

l. Pollutant

Loss, injury, cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release, escape or emission of "pollutants", including any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for "damages" because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

m. War

Injury, however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or ex-

pected attack, by any government, sovereign or other authority using military personnel or other agents; or

- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

n. Workers' Compensation and Similar Laws

Any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.

3. Supplementary Payments

We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- c. The cost of bonds to release attachments but only for bond amounts within the applicable limit of insurance. We do not have to furnish bonds.
- d. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
- e. Prejudgment interest awarded against the insured on that part of the judgment we become obligated to pay and which falls within the applicable limit of insurance. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest that is based on the period of time after the offer.
- f. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

SECTION II - WHO IS AN INSURED

1. Each individual designated in the Professional Liability Coverage Part Declarations is an insured.

2. The following entities, if designated in the Professional Liability Coverage Part Declarations, are insured to the extent set forth below:

- a. A partnership or joint venture, including its members or partners, but only with respect to the conduct of your business;
- b. A limited liability company, including its members and managers. However:
 - (1) Members are insureds only with respect to the conduct of your business; and
 - (2) Managers are insureds only with respect to their duties as your managers; and
- c. An organization other than a partnership, joint venture or limited liability company, including:
 - (1) Its executive officers and directors, but only with respect to their duties as your executive officers or directors;
 - (2) Its stockholders, but only with respect to their liability as stockholders; and
 - (3) Any elective or appointive officer or a member of any board or commission or agency of yours

but only with respect to "professional services" rendered by others.

3. The legal representative of an insured who dies is an insured, but only with respect to duties as such. That representative will have all rights and duties under this Coverage Part.
4. The employees of those insureds described in Paragraphs 1. or 2. above, but only while acting within the scope of their duties as such and only with respect to "professional services" performed on behalf of an insured described in Paragraphs 1. or 2. above.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Professional Liability Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".

2. The Aggregate Limit is the most we will pay for all "damages" for all claims or "suits" to which this insurance applies.
3. Subject to 2. above, the Each Incident Limit is the most we will pay for all "damages" arising out of any one "professional incident".

The Limits of Insurance of this Coverage Part apply separately of each "coverage term".

SECTION IV - CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties in the Event of Professional Incident, Claim or Suit

- a. You must see to it that we are notified promptly of every "professional incident" which may result in a claim. Notice should include:
 - (1) How, when and where the "professional incident" took place; and
 - (2) The names and addresses of any injured persons and witnesses.
- b. If a claim is made or "suit" is brought against any insured, you must see to it that we receive prompt written notice of the claim or "suit".
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses, or legal papers received in connection with the claim or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation, settlement or defense of the claim or "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insureds will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our written consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for "damages" from an insured; or
- b. To sue us under this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on final judgment against an insured obtained after an actual trial; but we will not be liable for "damages" that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Multi-Year Policies

If this Coverage Part is issued for more than one year, the premium shall be computed annually based on our rates or premiums in effect at each anniversary.

5. Other Insurance

This insurance is excess over, and shall not contribute with any other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Part.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Professional Liability Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us;
- c. We have issued this policy in reliance upon your representations; and
- d. If during the policy period the certification as EMT lapses for an insured, the insurance as provided under this Coverage Part is terminated for that insured and their employer, with respect to "professional services" provided by that individual, as of the expiration date of the certification document.

7. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and

- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer of Rights of Recovery Against Others to Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

1. "Ambulance" means any aircraft, motor vehicle, trailer or watercraft equipped for transporting the sick or injured.
2. "Coverage term" means the following individual increment, or if a multi-year policy period, increments, of time, which comprise the policy period of this Coverage Part:
 - a. The year commencing on the Effective Date of this Coverage Part at 12:01 AM standard time at your mailing address shown in the Declarations, and if a multi-year policy period, each consecutive annual period thereafter, or portion thereof if any period is for a period of less than 12 months, constitute individual "coverage terms". The last "coverage term" ends at 12:00 AM standard time at your mailing address shown in the Declarations on the earlier of:
 - (1) The day the policy period shown in the Declarations ends; or
 - (2) The day the policy to which this Coverage Part is attached is terminated or cancelled.
 - b. However, if after the issuance of this Coverage Part, any "coverage term" is extended for an additional period of less than 12 months, that additional period of time will be deemed to be part of the last preceding "coverage term".
3. "Coverage territory" means anywhere in the world, provided the original claim or "suit" for such "damages" is brought within the United States of America, its territories or possessions, Puerto Rico or Canada.
4. "Damages" means monetary compensation payable because of an injury, sickness or disease, including death, to which this insurance applies.
5. "Emergency Medical Technician" means any person who has successfully completed a basic Emergency Medical Technician course as approved by the United States Department of Transportation and / or the Interagency Committee on Emergency Medical Services of the Federal Government.
6. "Emergency Medical Technician - Advanced" means any person who has completed an Emergency Medical Technician course in addition to courses in advanced life support which are equivalent to the modules contained in the National EMT Paramedic Course as approved by the Interagency Committee on Emergency Medical Services.
7. "Emergency Medical Technician - Paramedic" means any person who has completed an Emergency Medical Technician course in addition to completing an advanced life support course equivalent to the 15 modules of the National EMT Paramedic Course.
8. "National Registration" means registration of the insured as a registrant of the National Registry of Emergency Medical Technicians: either EMT, EMT - Advanced or EMT - Paramedic.
9. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, petroleum, petroleum products and petroleum by-products, and waste. Waste includes materials to be recycled, reconditioned or reclaimed. "Pollutants" include but are not limited to substances which are generally recognized in industry or government to be harmful or toxic to persons, property or the environment regardless of whether the injury or damage is caused directly or indirectly by the "pollutants" and whether:
 - a. The insured is regularly or otherwise engaged in activities which taint or degrade the environment; or
 - b. The insured uses, generates or produces the "pollutant".
10. "Professional incident":
 - a. Means a negligent act, error, omission, or malpractice in the providing of or failure to provide "professional services" by:
 - (1) An insured; or
 - (2) Any person acting under the personal direction, control or supervision of an insured; and

- b.** Shall include all related "professional incidents" arising out of the providing of or failure to provide "professional services" to any one person as one "professional incident", regardless of the time frame over which such "professional incidents" occur.
- 11.** "Professional services" means the practice of the profession designated in the Professional Liability Declarations as defined by the applicable statutes and licensing laws of the jurisdictions in which the insured practices. The insured must have and maintain "State Certification" or "National Registration", with the National Registry of EMT's as an "Emergency Medical Technician", "Emergency Medical Technician - Advanced", or "Emergency Medical Technician - Paramedic"; must have and maintain certification in basic cardiac life support from the American Heart Association or American National Red Cross and a letter from the EMS systems medical director indicating that the insured provided his / her patient care under medical direction.
- 12.** "State Certification" means recognition by an appropriate governmental agency that the insured has completed an emergency medical technician course as approved by the United States Department of Transportation and / or the Interagency Committee on Emergency Medical Services; and has satisfactorily passed both a written and practical examination to test knowledge and skills.
- 13.** "Suit" means a civil proceeding in which "damages" to which this insurance applies are alleged. "Suit" includes:
 - a.** An arbitration proceeding in which "damages" are claimed and to which the insured must submit or does submit with our consent;
 - b.** Any other alternative dispute resolution proceeding in which such "damages" are claimed and to which the insured submits with our consent; or
 - c.** An appeal of a civil proceeding.
- 14.** "Workplace" means that place and during such hours to which the employee sustaining injury was assigned by you, or any other person or entity acting on your behalf, to work on the date the injury was suffered.

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MEDICAL INSTITUTION PROFESSIONAL LIABILITY COVERAGE FORM

Various provisions in this Coverage Part restrict coverage. Read the entire Coverage Part carefully to determine rights, duties and what is and what is not covered.

Throughout this Coverage Part the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II - WHO IS AN INSURED**.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION V - DEFINITIONS**.

SECTION I - COVERAGE

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as "damages" because of injury caused by a "medical incident". We will have the right and duty to defend any "suit" seeking those "damages". However, we will have no duty to defend the insured against any "suit" seeking "damages" to which this insurance does not apply. We may, at our discretion, investigate any "medical incident". But:

- (1) The amount we will pay for "damages" is limited as described in **SECTION III - LIMITS OF INSURANCE**;
- (2) We will not settle or compromise any claim or "suit" without the insured's written consent. But, should the insured refuse to consent to any settlement we recommend and the insured elects to contest the claim or "suit" or continue any legal proceedings, then our liability shall not exceed the amount for which the claim could have been so settled, plus costs and expenses incurred up to the date of such refusal; and
- (3) Our right and duty to defend ends when we have used the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless expressly provided for under **SECTION I - COVERAGE, Paragraph 3. Supplementary Payments**.

- b. This insurance applies to injury only if:

- (1) The "medical incident" takes place in the "coverage territory"; and
- (2) The earlier of the following first occurs during the "coverage term":
 - (a) The first injury arising from the "medical incident" occurs; or
 - (b) The first injury arising from the "medical incident" begins to occur.

2. Exclusions

This insurance does not apply to:

a. Abuse or Molestation

Any liability based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any actual, alleged or threatened abuse or molestation of any person.

b. Aircraft, Auto or Watercraft

Injury arising out of the ownership, maintenance, operation, use, entrustment, loading or unloading of any motor vehicle, trailer, watercraft, or aircraft,

However, this exclusion does not apply to loading or unloading of patients of your medical institution from any "ambulance".

c. Asbestos

Injury arising out of, attributable to, or any way related to asbestos in any form or transmitted in any manner.

d. Contractual Liability

Any liability for which the insured is obligated to pay "damages" by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for "damages" that the insured would have in the absence of the contract or agreement.

e. Criminal Acts

Injury arising out of a criminal act or fraud, committed by or at the direction of the insured.

f. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured sustained in the "workplace";
- (2) An "employee" of the insured arising out of the performance of duties related to the conduct of the insured's business; or
- (3) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraphs (1) or (2) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share "damages" with or repay someone else who must pay "damages" because of the injury.

g. Employment-Related Practices

Injury to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Other employment-related practices, policies, acts or omissions including but not limited to coercion, criticism, demotion, evaluation, failure to promote, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of injury to that person at whom any of the employment-related practices described in Paragraphs (1)(a), (b) or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (1)(a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share "damages" with or repay someone else who must pay "damages" because of the injury.

h. Nuclear

Any liability based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving the hazardous properties, including radioactive, toxic or explosive properties, of any nuclear material. Nuclear material means any source material, special nuclear material, or by-product materials as those terms are defined under the Atomic Energy Act of 1954 or any amendments thereto.

i. Personal Acts or Omissions

Liability of an insured, if an individual, for personal acts or omissions involving a "medical incident".

j. Pollutant

Injury arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release, escape or emission of "pollutants" at any time.

k. Pollutant-Related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for "damages" because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

l. Violation of an Antitrust Law

Any claim for "damages" arising out of the violation of an antitrust law.

m. War

Injury, however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

n. Workers' Compensation and Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

3. Supplementary Payments

We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- c. The cost of bonds to release attachments but only for bond amounts within the applicable limit of insurance. We do not have to furnish bonds.
- d. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
- e. Prejudgment interest awarded against the insured on that part of the judgment we become obligated to pay and which falls within the applicable limit of insurance. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest that is based on the period of time after the offer.
- f. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

SECTION II - WHO IS AN INSURED

1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a medical institution of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured with respect to the conduct of your medical institution. Your members,

your partners, and their spouses are also insureds, but only with respect to the conduct of your medical institution.

- c. A limited liability company, you and your members are insureds, but only with respect to the conduct of your medical institution. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured with respect to the conduct of your medical institution. Your "executive officers", directors trustees and governors are insureds, but only with respect to their duties as your officers, directors, trustees and governors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

2. Each of the following is also an insured:

- a. Your "employees", but only for acts or omissions within the scope of their employment at your medical institution.
- b. Your "volunteer workers" but only while performing duties related to the conduct of your medical institution.
- c. If an insured dies or is adjudged incompetent, this insurance will terminate for that insured. But the insured's legal representative will be an insured for any "medical incident" previously committed and covered by this Coverage Part.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Medical Institution Professional Liability Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The Aggregate Limit is the most we will pay for the sum of all "damages" for all claims or "suits" to which this insurance applies.
3. The Each Medical Incident Limit is the most we will pay for all "damages" arising out of any one "medical incident".

The Limits of Insurance of this Coverage Part apply separately to each "coverage term".

SECTION IV - CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties in the Event of Medical Incident, Claim or Suit

a. You must see to it that we are notified promptly of every "medical incident" which may result in a claim. Notice should include:

- (1) How, when and where the "medical incident" took place; and
- (2) The names and addresses of any injured persons and witnesses.

b. If a claim is made or "suit" is brought against any insured, you must see to it that we receive prompt written notice of the claim or "suit".

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses, or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement or defense of the claim or "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insureds will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our written consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for "damages" from an insured; or
- b. To sue us under this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on final judgment against an insured obtained after an actual trial; but we will not be liable for "damages" that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Multi-Year Policies

If this Coverage Part is issued for more than one year, the premium shall be computed annually based on our rates or premiums in effect at each anniversary.

5. Other Insurance

This insurance is excess over, and shall not contribute with any other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Part.

6. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If:

- (1) The earned premium is less than the deposit premium, we will return the excess to the first Named Insured; or
- (2) The earned premium is greater than the deposit premium, the difference will be due and payable to us by the first Named Insured upon notice from us.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

7. Representations

By accepting this policy, you agree:

- a. The statements in the Professional Liability Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and

- c. We have issued this policy in reliance upon your representations.

8. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

9. Transfer of Rights of Recovery Against Others to Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

10. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

- 1. "Ambulance" means any aircraft, motor vehicle, trailer or watercraft equipped for transporting the sick or injured.
- 2. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
- 3. "Coverage term" means the following individual increment, or if a multi-year policy period, increments, of time, which comprise the policy period of this Coverage Part:
 - a. The year commencing on the Effective Date of this Coverage Part at 12:01 AM standard time at your mailing address shown in the Declarations, and if a multi-year policy period, each consecutive annual period thereafter, or portion thereof if any period is for a period of less than 12 months, constitute individual "coverage terms". The last "coverage term" ends at 12:00 AM standard time at your mailing address shown in the Declarations on the earlier of:
 - (1) The day the policy period shown in the Declarations ends; or

- (2) The day the policy to which this Coverage Part is attached is terminated or cancelled.

- b. However, if after the issuance of this Coverage Part, any "coverage term" is extended for an additional period of less than 12 months, that additional period of time will be deemed to be part of the last preceding "coverage term".

- 4. "Coverage territory" means anywhere in the world, provided the original claim or "suit" for such "damages" is brought within the United States of America, its territories or possessions, Puerto Rico or Canada.

- 5. "Damages" means all compensatory monetary damages, including damages for death, which are payable because of injury to which this Coverage Form applies.

However, "damages" shall not include civil or criminal fines or penalties imposed by law, punitive or exemplary damages, the multiplied portion of multiplied damages, any amount for which an insured is not financially liable, or any award that is uninsurable under the law governing this policy.

- 6. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

- 7. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

- 8. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" includes supervisors furnished to you by the labor leasing firm. "Leased worker" does not include a "temporary worker".

- 9. "Medical incident":

- a. Means any act or omission:

- (1) In the providing of or failure to provide professional health care services to your patients, including:

- (a) The providing or dispensing of food, beverages, medications or medical supplies or appliances in connection with such services; and

- (b) The handling or treatment of dead bodies, including autopsies, organ donation or other procedures; or

- (2) Arising out of the service by any person as a:
 - (a) Member of a formal accreditation, standards review or equivalent professional board or committee of the Named Insured; or
 - (b) Person charged with executing the directives of such board or committee; and
- b. Shall include all related "medical incidents" arising out of:
 - (1) The providing of or failure to provide professional health care services to any one person; or
 - (2) The service as a member of your formal accreditation, standards review or equivalent professional board or committee, or the executing of the directives of such a board or committee, in connection with a single person or organization,

as one "medical incident", regardless of the time frame over which such "medical incidents" occur.
- 10. "Pollutant" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, petroleum, petroleum products and petroleum by-products, and waste. Waste includes materials to be recycled, reconditioned or reclaimed. "Pollutants" include but are not limited to substances which are generally recognized in industry or government to be harmful or toxic to persons, property or the environment regardless of whether the injury or damage is caused directly or indirectly by the "pollutants" and whether:
 - a. The insured is regularly or otherwise engaged in activities which taint or degrade the environment; or
 - b. The insured uses, generates or produces the "pollutant".
- 11. "Suit" means a civil proceeding in which money "damages" because of injury to which this insurance applies are alleged. "Suit" includes:
 - a. An arbitration proceeding in which such "damages" are claimed and to which the insured must submit or does submit with our consent;
 - b. Any other alternative dispute resolution proceeding in which such "damages" are claimed and to which the insured submits with our consent; or
 - c. An appeal of a civil proceeding.
- 12. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- 13. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
- 14. "Workplace" means that place and during such hours to which the "employee" sustaining injury was assigned by you, or any other person or entity acting on your behalf, to work on the date of injury.

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INSURANCE AGENTS ERRORS AND OMISSIONS INSURANCE COVERAGE FORM

Various provisions in this Coverage Part restrict coverage. Read the entire Coverage Part carefully to determine rights, duties and what is and what is not covered.

Throughout this Coverage Part the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II - WHO IS AN INSURED**.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION V - DEFINITIONS**.

SECTION I - COVERAGE

1. Insuring Agreement

- a. We will pay those sums, in excess of the deductible amount, as stated in the Declarations, that the insured becomes legally obligated to pay as "damages" due to injury caused by a "wrongful act". We will have the right and duty to defend any "suit" seeking those "damages". However, we will have no duty to defend the insured against any "suit" seeking "damages" to which this insurance does not apply. We may, at our discretion, investigate any "wrongful act" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for "damages" is limited as described in **SECTION III - LIMITS OF INSURANCE**; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless expressly provided for under **SECTION I - COVERAGE**, Paragraph 3. **Supplementary Payments**.

- b. This insurance applies to injury only if:
- (1) The "wrongful act" takes place in the "coverage territory"; and
 - (2) The earlier of the following first occurs during the "coverage term":
 - (a) The first injury arising from the "interrelated injury" occurs; or
 - (b) The first injury arising from the "interrelated injury" begins to occur.

2. Exclusions

This insurance does not apply to:

a. Abuse or Molestation

Any liability based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any actual, alleged or threatened abuse or molestation of any person.

b. Aircraft, Auto or Watercraft

Injury arising out of the ownership, maintenance, operation, use, entrustment, loading or unloading of any motor vehicle, trailer, watercraft, or aircraft.

c. Alternative Risk Transfer

Any liability arising out of the ownership, formation, creation, administration, operation or insolvency of any:

- (1) Self-Insurance Program, Risk Retention Group and / or Risk Purchasing Group formed under the Federal Liability Retention Act of 1981 and 1986 as amended or any amendment thereto; or
- (2) Multiple Employer Trust, Multiple Employer Welfare Arrangement, or any pool, syndicate, association or other combination formed for the purpose of providing insurance or benefits, if not fully funded by an insurance product.

d. Asbestos

Injury arising out of, attributable to, or any way related to asbestos in any form or transmitted in any manner.

e. Bodily Injury, Personal and Advertising Injury or Property Damage

"Bodily injury", "personal and advertising injury" or "property damage".

f. Common Control

A claim or "suit" made or brought by any entity or individual which:

- (1) Is wholly or partially owned, operated, managed, or controlled by any insured;
- (2) Did wholly or partially own, operate, manage, or control any insured; or
- (3) Is wholly or partially under the same ownership, operation, management, or financial control as the insured.

g. Contractual Liability

Any obligation or liability of others assumed by an insured under any contract or agreement, either oral or written, except to the extent the insured would have been liable in the absence of the contract or agreement.

h. Deceptive Trade Practices and Anti-trust

Any liability arising out of:

- (1) Intentional false advertising;
- (2) Unfair or deceptive trade practices;
- (3) Unfair competition;
- (4) Price fixing;
- (5) Restraint of trade; or
- (6) Violation of any antitrust law.

i. Dishonest, Fraudulent, Criminal or Malicious Acts

Any dishonest, fraudulent, criminal or malicious act or omission of any insured or anyone for whom the insured is legally liable.

j. ERISA

Any liability arising out of:

- (1) Any insured's activities as a fiduciary under the Employee Retirement Income Security Act of 1974 and any amendments thereof or any regulation or orders issued pursuant thereto; or
- (2) Acts, errors or omissions of any insured which violate:
 - (a) The Employee Retirement Income Security Act of 1974 (ERISA); or
 - (b) The Pension Benefits Act and the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA),

including any amendments, regulations or enabling statutes pursuant thereto, or any similar federal, state, or provincial statute or regulation.

k. Employee Benefit Programs

Any claim or "suit" made or brought against any insured based upon or arising out of any pension, profit sharing, health or welfare or other employee benefit plan or trust sponsored by any insured as an employer.

l. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured sustained in the "workplace";
- (2) An "employee" of the insured arising out of the performance of duties related to the conduct of the insured's business; or
- (3) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraphs (1) or (2) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

m. Employment-Related Practices

Injury to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Other employment-related practices, policies, acts or omissions including but not limited to coercion, criticism, demotion, evaluation, failure to promote, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of injury to that person at whom any of the employment-related practices described in Paragraphs (1)(a), (b) or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (1)(a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

n. Expected or Intended Injury

Liability for injury or damage which may reasonably be expected to result from the intentional or criminal acts of an insured or which is in fact expected or intended by the insured, even if the injury or damage is of a different degree or type than actually expected or intended.

o. Improper Notarization

The certification or acknowledgement of a signature by an insured acting as a notary without the proper compliance with the applicable laws and regulations of the state having jurisdiction.

p. Insured Versus Insured

Liability arising out of injury suffered by an insured.

q. Insolvency

Any liability arising out of the insolvency, receivership, bankruptcy, liquidation or inability to pay of any entity, person, corporation, estate, trust or other organization including, but not limited to:

- (1) Insurance companies or reinsurance companies;
- (2) Health maintenance organizations or preferred provider organizations;
- (3) Captive insurers or risk retention groups and / or risk purchasing groups; or
- (4) Investment funds or self-insurance programs.

r. Interest Rates and Premiums

Any liability arising out of any insured's representations or omissions regarding:

- (1) Interest rates; or
- (2) Future premium payments or market value of insurance products.

s. Money Received

Any liability for money received by any insured or credited to any insured for fees, premiums, taxes, commissions, loss payments, or escrow or brokerage monies.

t. Nuclear

Any liability based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving the hazardous properties, including radioactive, toxic or explosive properties, of any nuclear material. Nuclear material means any source material, special nuclear material, or by-product materials as those terms are defined under the Atomic

Energy Act of 1954 or any amendments thereto.

u. Pollutant

Any liability arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release, escape or emission of "pollutants", including any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

v. RICO

Any violation of the Racketeer Influenced and Corrupt Organizations Act (RICO), including any amendments, regulations or enabling statutes pursuant thereto, or any similar federal, state, or provincial statute or regulation.

w. Securities Actions

Any liability arising out of:

- (1) Any security or any activities or transactions subject or claimed to be subject in whole or in part to the Securities Act of 1933, The Securities Exchange Act of 1934, The Public Utility Holding Company Act of 1935, The Trust Indenture Act of 1939, The Investment Company Act of 1940 or The Investment Advisors Act of 1940; or
- (2) Any purchase, sale or offering of any security to or from the public which is subject or claimed to be subject to any State Blue Sky or Securities Law,

or any rules or regulations issued pursuant to any of the aforementioned, all as heretofore or hereafter amended or replaced, without regard to the legal theory upon which any claim arising in connection therewith against any insured might be based or made.

x. Third Party Administrators

Any claim or "suit" made or brought against any insured arising out of any insured's activities as third party administrator of any plan, whether insured or self-

insured and whether or not any insured performs such activities.

y. War

Injury, however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

z. Workers' Compensation and Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

3. Supplementary Payments

We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- c. The cost of bonds to release attachments but only for bond amounts within the applicable limit of insurance. We do not have to furnish bonds.
- d. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
- e. Prejudgment interest awarded against the insured on that part of the judgment we become obligated to pay and which falls within the applicable limit of insurance. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest that is based on the period of time after the offer.
- f. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

SECTION II - WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you are an insured, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members and partners are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured.

- a. Non-"employee" licensed solicitors or brokers are insureds but only during their period of affiliation with you and only in relation to insurance handled through or placed with you.
- b. Your "employees" are insureds, but only while acting within the scope of their duties as such.
- c. The heirs, executors, administrators, or legal representatives of each insured in the event of their death, incapacity, or bankruptcy, but only with respect to the liability of each insured as covered herein.
- d. The legally recognized spouse of any insured, but only:
 - (1) With respect to "wrongful acts" actually or allegedly committed by that insured; and
 - (2) By reason of such spouse's status as spouse of that insured.

Notwithstanding this provision, no spouse shall have any greater insurance coverage under this Coverage Part than the insured to whom such spouse is married. This provision does not extend insurance coverage for "wrongful acts" actually or

allegedly committed by the spouse of any insured.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Insurance under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
 - b. Insurance coverage does not apply to "wrongful acts" that occurred before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The Aggregate Limit is the most we will pay for the sum of all "damages" arising from all claims or "suits" to which this insurance applies.
3. The Each Wrongful Act Limit is the most we will pay for the sum of all "damages" arising out of "interrelated injury".
4. **Deductible**

Our obligation to pay "damages" resulting from claims or "suits" arising out of a "wrongful act" or "interrelated wrongful acts" applies only to the amount of "damages" in excess of the deductible amount, if any, stated in the Declarations.

However, the deductible does not apply to **SECTION I - COVERAGE**, Paragraph 3. **Supplementary Payments**.

5. Reimbursement

If we have paid any amounts in settlement or satisfaction of claims or judgments in excess of the limit of insurance, or within the amount of the deductible, the insureds, jointly and severally, shall be liable to us for any and all such amounts, including reasonable fees and expenses incurred by us in collecting those amounts.

The Limits of Insurance of this Coverage Part apply separately to each "coverage term".

SECTION IV - CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties in the Event of Wrongful Act, Claim or Suit

- a. You must see to it that we are notified promptly if you become aware of a "wrongful act" which would reasonably be expected to be the basis of a claim or "suit" covered by this insurance. Notice shall include the fullest information obtainable.
- b. If a claim is made or "suit" is brought against any insured, you must see to it that we receive prompt written notice of the claim or "suit".
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses, or legal papers received in connection with the claim or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation, settlement or defense of the claim or "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insureds will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our written consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for "damages" from an insured; or
- b. To sue us under this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on final judgment against an insured obtained after an actual trial; but we will not be liable for "damages" that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed set-

tlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Liberalization

If, within 60 days prior to the beginning of this Coverage Part or during the policy period, we make any changes to any forms or endorsements of this Coverage Part for which there is currently no separate premium charge, and that change provides more coverage than this Coverage Part, the change will automatically apply to this Coverage Part as of the latter of:

- a. The date we implemented the change in your state; or
- b. The date this Coverage Part became effective; and

will be considered as included until the end of the current policy period. We will make no additional premium charge for this additional coverage during the interim.

5. Multi-Year Policies

If this Coverage Part is issued for more than one year, the premium shall be computed annually based on our rates or premiums in effect at each anniversary.

6. Other Insurance

This insurance is excess over, and shall not contribute with any other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Part.

7. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If:
 - (1) The earned premium is less than the deposit premium, we will return the excess to the first Named Insured; or
 - (2) The earned premium is greater than the deposit premium, the difference will be due and payable to us by the first Named Insured upon notice from us.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

8. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

9. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

10. Transfer of Rights of Recovery Against Others to Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after a "wrongful act" occurs to impair them. At our request, the insured will bring legal action or transfer those rights to us and help us enforce them.

11. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

1. "Advertisement" means a notice that is broadcast, telecast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. "Advertisement" includes a publicity article. For purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an "advertisement".
2. "Bodily injury" means injury to the body, sickness or disease sustained by any person, including death resulting from any of these at any time; including any mental injury, mental

- anguish, mental tension, emotional distress, pain or suffering or shock sustained by any person, whether or not resulting from injury to the body, sickness, disease or death of any person.
3. "Coverage term" means the following individual increment, or if a multi-year policy period, increments, of time, which comprise the policy period of this Coverage Part:
 - a. The year commencing on the Effective Date of this Coverage Part at 12:01 AM standard time at your mailing address shown in the Declarations, and if a multi-year policy period, each consecutive annual period thereafter, or portion thereof if any period is for a period of less than 12 months, constitute individual "coverage terms". The last "coverage term" ends at 12:00 AM standard time at your mailing address shown in the Declarations on the earlier of:
 - (1) The day the policy period shown in the Declarations ends; or
 - (2) The day the policy to which this Coverage Part is attached is terminated or cancelled.
 - b. However, if after the issuance of this Coverage Part, any "coverage term" is extended for an additional period of less than 12 months, that additional period of time will be deemed to be part of the last preceding "coverage term".
 4. "Coverage territory" means anywhere in the world, provided the original claim or "suit" for such "damages" is brought within the United States of America, its territories or possessions, Puerto Rico or Canada.
 5. "Damages" means the compensatory monetary portion of any judgment, award or settlement, provided such settlement is negotiated with our assistance and approval. "Damages" shall not include:
 - a. Compensation for "property damage";
 - b. Personal profit or advantage to which the insured was not legally entitled;
 - c. Criminal or civil fines, taxes, penalties (statutory or otherwise), fees or sanctions;
 - d. Punitive, exemplary or multiple damages;
 - e. Matters deemed uninsurable by law;
 - f. Amounts held in escrow or otherwise on behalf of clients or third parties; or
 - g. Any form of equitable or non-monetary relief.
 6. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
 7. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
 8. "Interrelated injury" means all causally connected injury or injuries arising from a "wrongful act" or "interrelated wrongful acts".
 9. "Interrelated wrongful acts" means "wrongful acts" which arise out of and have as a common basis:
 - a. Related circumstances, situations, events, transactions or facts;
 - b. A series of related circumstances, situations, events, transactions or facts; or
 - c. A common pattern of conduct in selling, providing or servicing products or services to which this insurance applies.
 10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" includes supervisors furnished to you by the labor leasing firm. "Leased worker" does not include a "temporary worker".
 11. "Personal and advertising injury" means injury, including "bodily injury", arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. Abuse of process;
 - d. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - e. Defamation of character, including oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - f. Oral or written publication, in any manner, of material that violates a person's right of privacy;
 - g. The use of another's advertising idea in your "advertisement";
 - h. Infringing upon another's copyright, trade dress or slogan in your "advertisement"; or
 - i. Discrimination.
 12. "Pollutant" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, petroleum, petroleum products and petroleum by-products, and waste. Waste

includes materials to be recycled, reconditioned or reclaimed. "Pollutants" include but are not limited to substances which are generally recognized in industry or government to be harmful or toxic to persons, property or the environment regardless of whether the injury or damage is caused directly or indirectly by the "pollutants" and whether:

- a. The insured is regularly or otherwise engaged in activities which taint or degrade the environment; or
- b. The insured uses, generates or produces the "pollutant".

13. "Professional services" means acting in the following capacities, and only the following capacities, provided the insured is duly licensed, certified and appointed to do so, where such is the requirement of a regulatory authority and / or another entity being represented:

- a. A general insurance agent;
- b. An insurance broker;
- c. An insurance agent;
- d. An insurance consultant;
- e. A managing, master or brokerage general agent;
- f. A life and accident and health insurance agent;
- g. A surplus lines broker;
- h. A notary public;
- i. An expert witness on insurance related matters; or
- j. An instructor of insurance subjects,

and, when provided as part of acting within the capacities listed in a. through j. above, also includes:

- (1) Notarizing;
- (2) Arranging premium financing through a non-related entity;

- (3) Real estate appraising and loss adjustment on or for policies of insurance written or placed by you;
- (4) Providing insurance advice for employee benefit programs;
- (5) Providing insurance program and risk management services and advice; and
- (6) Providing loss control services for policyholders of policies of insurance written or placed by you.

14. "Property damage" means:

- a. Injury or damage, of any nature, to tangible or intangible property, including all resulting loss of use of that property; or
- b. Loss of or loss of use of tangible or intangible property that is not otherwise injured or damaged.

15. "Suit" means a civil proceeding in which "damages" because of injury to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such "damages" are claimed and to which the insured must submit or does submit with our consent;
- b. Any other alternative dispute resolution proceeding in which such "damages" are claimed and to which the insured submits with our consent; or
- c. An appeal of a civil proceeding.

16. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

17. "Workplace" means that place and during such hours to which the "employee" sustaining injury was assigned by you, or any other person or entity acting on your behalf, to work on the date of injury.

18. "Wrongful act" means a negligent act, error or omission by an insured, or someone for whom the insured is legally liable, in rendering or failing to render "professional services".

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CLERGY / COUNSELORS PROFESSIONAL LIABILITY COVERAGE FORM

Various provisions in this Coverage Part restrict this insurance. Read the entire Coverage Part carefully to determine rights, duties and what is and what is not covered.

Throughout this Coverage Part the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II - WHO IS AN INSURED**.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION V - DEFINITIONS**.

SECTION I - COVERAGE

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages due to injury arising out of a "professional incident". We will have the right and duty to defend any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any "professional incident" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in **SECTION III - LIMITS OF INSURANCE**; and
- (2) Our right and duty to defend ends when we have used the applicable limit of insurance in the payment of judgments or settlements under coverage provided by this Coverage Part.

No other obligation or liability to pay sums or perform acts or services is covered unless expressly provided for under **SECTION I - COVERAGE**, Paragraph 3. **Supplementary Payments**.

- b. This insurance applies to injury only if:
- (1) The "professional incident" takes place in the "coverage territory"; and
 - (2) The earlier of the following first occurs during the "coverage term":
 - (a) The first injury arising from the "professional incident" occurs;
or

- (b) The first injury arising from the "professional incident" begins to occur.

2. Exclusions

This insurance does not apply to:

a. Abuse or Molestation

Any liability based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any actual, alleged or threatened abuse or molestation of any person.

b. Accreditation Boards

Acts, errors, or omissions of an insured as a member of a formal accreditation or professional board or committee.

c. Aircraft, Auto or Watercraft

Injury arising out of the ownership, maintenance, operation, use, entrustment, loading or unloading of any motor vehicle, trailer, watercraft, or aircraft.

d. Asbestos

Injury arising out of, attributable to, or any way related to asbestos in any form or transmitted in any manner.

e. Bodily Injury, Property Damage or Personal and Advertising Injury

"Bodily injury", "property damage" or "personal and advertising injury", unless arising from a "professional incident".

f. Bodily Injury to an Insured

"Bodily injury" to:

- (1) An insured, other than an "employee" of the insured, sustained at the place and during the hours to which such insured was assigned by you, or any person acting on your behalf, to furnish "professional services";
- (2) An insured, other than an "employee" of the insured, arising out of the performance of duties related to the conduct of the insured's business; or
- (3) The spouse, child, parent, brother or sister of that insured as a consequence of Paragraphs (1) or (2) above.

This exclusion applies to any obligation to share damages with or repay someone else who must pay damages because of the injury.

g. Contractual Liability

Any liability for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

h. Custodial Care

Any claim made against the insured arising from, accepting or undertaking custodial care or responsibility of a person pursuant to request, instruction, authorization or direction of any governmental agency, authority, board, or officer having such authority or responsibility.

i. Dishonest, Criminal or Malicious Acts

Acts, errors or omissions of any insured that are dishonest, criminal or malicious.

j. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured sustained in the "workplace";
- (2) An "employee" of the insured arising out of the performance of duties related to the conduct of the insured's business; or
- (3) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraphs (1) or (2) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

k. Employment-Related Practices

Injury to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Other employment-related practices, policies, acts or omissions

including but not limited to coercion, criticism, demotion, evaluation, failure to promote, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or

- (2) The spouse, child, parent, brother or sister of that person as a consequence of injury to that person at whom any of the employment-related practices described in Paragraphs (1)(a), (b) or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (1)(a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

l. Expected or Intended Injury

Injury which may reasonably be expected to result from the intentional or criminal acts of the insured or which is in fact expected or intended by the insured, even if the injury or damage is of a different degree or type than actually expected or intended.

However, this exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

m. Mental Health Commitment

Liability arising out of or caused by commitment of a person to a mental health institution.

n. Nuclear

Any liability based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving the hazardous properties, including radioactive, toxic or explosive properties, of any nuclear material. Nuclear material means any source material, special nuclear material, or by-product materials as those terms are defined under the Atomic Energy Act of 1954 or any amendments thereto.

o. Other Services

Injury arising out of furnishing or failing to furnish any service other than "professional services" including, but not limited to: schools, daycare, medical, radiological, surgical, dental, or nursing treatments, including shock therapy, and the prescription, utilization, furnishing or dispensing of drugs or medical, radiological, surgical, dental or nursing supplies or appliances.

p. Pollutant

Injury arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release, escape or emission of "pollutants" at any time.

q. Pollutant-Related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

r. Professional Services For a Fee

Injury arising out of furnishing or failing to furnish advice or guidance to another person in exchange for the payment of a "professional services" fee to an insured.

s. Punitive Damages

Any claim for exemplary or punitive damages.

t. Sexual Misconduct or Molestation

Any claim made against the insured for any act of "sexual misconduct or sexual molestation".

u. War

Injury, however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or ex-

pected attack, by any government, sovereign or other authority using military personnel or other agents; or

- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

v. Workers' Compensation and Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

3. Supplementary Payments

We will pay with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- c. The cost of bonds to release attachments but only for bond amounts within the applicable limit of insurance. We do not have to furnish bonds.
- d. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
- e. Prejudgment interest awarded against the insured on that part of the judgment we become obligated to pay and which falls within the applicable limit of insurance. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest that is based on the period of time after the offer.
- f. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

SECTION II - WHO IS AN INSURED

Each of the following is an insured:

1. The named insured designated in the Clergy / Counselors Professional Liability Declarations is an insured.

2. If you are designated in the Clergy / Counselors Professional Liability Declarations as other than an individual, you are an insured. Your "executive officers", members of the board of trustees, directors or governors are insureds, but only with respect to their liability as such. Your stockholders are insureds, but only with respect to their liability as stockholders.
3. Each "ordained" clergy, "certified counselor" or "trained lay advisor", or any other person in training to become a "certified counselor" for whom the named insured is legally liable or legally responsible.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Clergy / Counselors Professional Liability Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The Aggregate Limit is the most we will pay for the sum of all damages for all claims or "suits" to which this insurance applies.
3. Subject to 2. above, the Each Incident Limit is the most we will pay for all damages arising out of any one "professional incident".

The Limits of Insurance of this Coverage Part apply separately to each "coverage term".

SECTION IV - CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties in the Event of a Professional Incident, Claim or Suit

- a. You must see to it that we are notified promptly of every "professional incident" which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "professional incident" took place; and
 - (2) The names and addresses of any injured persons and witnesses.
- b. If a claim is made or "suit" is brought against any insured, you must see to it

that we receive prompt written notice of the claim or "suit".

- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses, or legal papers received in connection with the claim or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us under this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Liberalization

If, within 60 days prior to the beginning of this Coverage Part or during the policy period, we make any changes to any forms or endorsements of this Coverage Part for which there is currently no separate premium charge, and that change provides more coverage than this Coverage Part, the change will automatically apply to this Coverage Part as of the latter of:

- a. The date we implemented the change in your state; or
- b. The date this Coverage Part became effective; and

will be considered as included until the end of the current policy period. We will make no additional premium charge for this additional coverage during the interim.

5. Multi-Year Policies

If this Coverage Part is issued for more than one year, the premium shall be computed annually based on our rates or premiums in effect at each anniversary.

6. Other Insurance

This insurance is excess over, and shall not contribute with any other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Part.

7. Representations

By accepting this Coverage Part, you agree:

- a. The statements in the Clergy / Counselors Professional Liability Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this Coverage Part in reliance upon your representations.

8. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

9. Transfer of Rights of Recovery Against Others to Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

10. Two or More Coverage Forms or Policies Issued by Us

If this Coverage Part and any other Coverage Form, Coverage Part, or policy issued to you by us or any company affiliated with us apply to the same act or omission, the aggregate maximum Limit of Insurance under all the Coverage Forms, Coverage Parts, or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form,

Coverage Part, or policy. This condition does not apply to any Coverage Form, Coverage Part, or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Part.

11. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

1. "Advertisement" means a notice that is broadcast, telecast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. "Advertisement" includes a publicity article. For purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an "advertisement".
2. "Bodily injury" means bodily injury, sickness, or disease sustained by a person, including death resulting from any of these at any time.
3. "Certified counselor" means an individual certified by the American Association of Pastoral Counselors.
4. "Coverage term" means the following individual increment, or if a multi-year policy period, increments, of time, which comprise the policy period of this Coverage Part:
 - a. The year commencing on the Effective Date of this Coverage Part at 12:01 AM standard time at your mailing address shown in the Declarations, and if a multi-year policy period, each consecutive annual period thereafter, or portion thereof if any period is for a period of less than 12 months, constitute individual "coverage terms". The last "coverage term" ends at 12:00 AM standard time at your mailing address shown in the Declarations on the earlier of:
 - (1) The day the policy period shown in the Declarations ends; or

- (2) The day the policy to which this Coverage Part is attached is terminated or cancelled.
- b. However, if after the issuance of this Coverage Part, any "coverage term" is extended for an additional period of less than 12 months, that additional period of time will be deemed to be part of the last preceding "coverage term".
5. "Coverage territory" means anywhere in the world, provided the original claim or "suit" for such damages is brought within the United States of America, its territories or possessions, Puerto Rico or Canada.
6. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
7. "Employee" includes a "leased worker". Employee does not include a "temporary worker".
8. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
9. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" includes supervisors furnished to you by the labor leasing firm. "Leased worker" does not include a "temporary worker".
10. "Ordained" means an individual:
- a. Invested with ministerial or priestly authority;
 - b. Authorized as a rabbi; or
 - c. Upon whom holy orders have been conferred by a religious authority.
11. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
- a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
 - f. The use of another's advertising idea in your "advertisement"; or
 - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".
12. "Pollutant" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, petroleum, petroleum products and petroleum by-products, and waste. Waste includes materials to be recycled, reconditioned or reclaimed. "Pollutants" include but are not limited to substances which are generally recognized in industry or government to be harmful or toxic to persons, property or the environment regardless of whether the injury or damage is caused directly or indirectly by the "pollutants" and whether:
- a. The insured is regularly or otherwise engaged in activities which taint or degrade the environment; or
 - b. The insured uses, generates or produces the "pollutant".
13. "Professional incident":
- a. Means any act or omission arising out of the providing of or failure to provide "professional services" on your behalf by:
 - (1) Your "ordained" clergy;
 - (2) Your "certified counselors";
 - (3) Your "trained lay advisors"; or
 - (4) Any other person in training to become a "certified counselor" for whose acts or omissions you are legally liable; and
 - b. Shall include all related "professional incidents" arising out of the providing of or failure to provide "professional services" to:
 - (1) Any one person; or
 - (2) Two or more persons receiving "professional services" together,
 as one "professional incident" regardless of the time frame over which such "professional incidents" occur.

14. "Professional services" means acts of "ordained" clergy, "certified counselors" or "trained lay advisors" including the act of giving advice or guidance with regard to conduct or proposed conduct based on spiritual, religious or biblical principles.

15. "Property damage" means:

- a.** Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b.** Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the incident that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

16. "Sexual misconduct or sexual molestation" means actual or alleged physical misconduct or physical molestation arising out of a single, continuous or repeated exposure of one or more persons to acts of a sexual nature committed by:

- a.** One person; or
- b.** Two or more persons acting together or in related acts or series of acts.

17. "Suit" means a civil proceeding in which money damages because of injury to which this insurance applies are alleged. "Suit" includes:

- a.** An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;
- b.** Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or
- c.** An appeal of a civil proceeding.

18. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

19. "Trained lay advisor" means a person, other than an "ordained" clergy or "certified counselor", who has been selected by you and trained to perform "professional services".

20. "Workplace" means that place and during such hours to which the "employee" sustaining "bodily injury" was assigned by you, or any other person or entity acting on your behalf, to work on the date of injury.

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PRINTERS ERRORS AND OMISSIONS INSURANCE COVERAGE FORM

Various provisions in this Coverage Part restrict coverage. Read the entire Coverage Part carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Part the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we," "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II - WHO IS AN INSURED**.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION V - DEFINITIONS**.

SECTION I - COVERAGE

1. Insuring Agreement

- a. We will pay those sums, in excess of the deductible amount, as stated in the Declarations, that the insured becomes legally obligated to pay as "damages" due to injury caused by a "wrongful act". We will have the right and duty to defend any "suit" seeking those "damages". However, we will have no duty to defend the insured against any "suit" seeking "damages" to which this insurance does not apply. We may, at our discretion, investigate any "wrongful act" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for "damages" is limited as described in **SECTION III - LIMITS OF INSURANCE**; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless expressly provided for under **SECTION I - COVERAGE**, Paragraph 3. **Supplementary Payments**.

- b. This insurance applies to injury only if:
- (1) The "wrongful act" takes place in the "coverage territory"; and
 - (2) The earlier of the following first occurs during the "coverage term":
 - (a) The first injury arising from the "interrelated injury" occurs; or

- (b) The first injury arising from the "interrelated injury" begins to occur.

2. Exclusions

This insurance does not apply to:

a. Abuse or Molestation

Any liability based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any actual, alleged or threatened abuse or molestation of any person.

b. Aircraft, Auto or Watercraft

Injury arising out of the ownership, maintenance, operation, use, entrustment, loading or unloading of any motor vehicle, trailer, watercraft, or aircraft.

c. Asbestos

Injury arising out of, attributable to, or any way related to asbestos in any form or transmitted in any manner.

d. Bodily Injury, Personal and Advertising Injury or Property Damage

"Bodily injury", "personal and advertising injury" or "property damage".

e. Contractual Liability

Any obligation or liability of others assumed by an insured under any contract or agreement, either oral or written, except to the extent the insured would have been liable in the absence of the contract or agreement.

f. Costs to Correct Your Product or Your Work

Expenses or costs incurred to correct errors in "your product" or "your work". This includes, but is not limited to, the cost of reprinting, recovery, shipment or the cost of additional services performed to correct deficiencies in the original "graphic arts services" or "printing services".

g. Deceptive Trade Practices and Anti-trust

Any liability arising out of:

- (1) Intentional false advertising;
- (2) Unfair or deceptive trade practices;
- (3) Unfair competition;

- (4) Price fixing;
- (5) Restraint of trade; or
- (6) Violation of any antitrust law.

h. Delay

Any liability arising out of a delay in providing any products, goods or services.

i. Dishonest, Criminal or Malicious Acts

Acts, errors or omissions of any insured that are dishonest, criminal or malicious.

j. Distribution of Material in Violation of Statutes

Any liability arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

k. Electronic Data

"Damages" arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

l. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured sustained in the "workplace";
- (2) An "employee" of the insured arising out of the performance of duties related to the conduct of the insured's business; or
- (3) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraphs (1) or (2) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share "damages" with or repay someone else

who must pay "damages" because of the injury.

m. Employment-Related Practices

Injury to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Other employment-related practices, policies, acts or omissions including but not limited to coercion, criticism, demotion, evaluation, failure to promote, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of injury to that person at whom any of the employment-related practices described in Paragraphs (1)(a), (b) or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (1)(a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share "damages" with or repay someone else who must pay "damages" because of the injury.

n. Estimates or Guarantees

Any liability resulting from cost guarantees or estimates of probable costs or cost estimates being exceeded.

o. Expected or Intended Injury

Liability for injury or damage which may reasonably be expected to result from the intentional or criminal acts of an insured or which is in fact expected or intended by the insured, even if the injury or damage is of a different degree or type than actually expected or intended.

p. Games of Chance

Any liability arising out of entry forms, tickets, prize winning pieces or any similar or related items.

q. Infringement of Intellectual Property Rights

Any liability arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights.

r. Insureds in Media and Internet Type Businesses

A "wrongful act" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of websites for others; or
- (3) An Internet search, access, content or service provider.

s. Nuclear

Any liability based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving the hazardous properties, including radioactive, toxic or explosive properties, of any nuclear material. Nuclear material means any source material, special nuclear material, or by-product materials as those terms are defined under the Atomic Energy Act of 1954 or any amendments thereto.

t. Pollutant

Injury arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release, escape or emission of "pollutants" at any time.

u. Pollutant-Related

Any loss, cost or expense arising out of any:

- a. Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- b. Claim or suit by or on behalf of a governmental authority for "damages" because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

v. War

Injury, however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

w. Workers' Compensation and Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

3. Supplementary Payments

We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- c. The cost of bonds to release attachments but only for bond amounts within the applicable limit of insurance. We do not have to furnish bonds.
- d. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
- e. Prejudgment interest awarded against the insured on that part of the judgment we become obligated to pay and which falls within the applicable limit of insurance. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest that is based on the period of time after the offer.
- f. All interests on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

SECTION II - WHO IS AN INSURED

1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Each of the following is also an insured:
 - a. Your "employees", other than your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you.
 - b. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or, the end of the policy period, whichever is earlier; and
 - b. Coverage does not apply to "wrongful acts" that occurred before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Printers Errors and Omissions Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The Aggregate Limit is the most we will pay for the sum of all "damages" for all claims or "suits" to which this insurance applies.
3. The Each Wrongful Act Limit is the most we will pay for all "damages" arising out of "inter-related injury".
4. **Deductible**

Our obligation to pay "damages" resulting from claims or "suits" arising out of a "wrongful act" or "interrelated wrongful acts" applies only to the amount of "damages" in excess of the deductible amount, if any, stated in the Declarations.

However, the deductible does not apply to **SECTION I - COVERAGE**, Paragraph 3. **Supplementary Payments**.

5. Reimbursement

If we have paid any amounts in settlement or satisfaction of claims or "suits" in excess of the limit of insurance, or within the amount of the deductible, the insureds, jointly and severally, shall be liable to us for any and all such amounts, including reasonable fees and expenses incurred by us in collecting those amounts.

The Limits of Insurance of this Coverage Part apply separately to each "coverage term".

SECTION IV - CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties in the Event of Wrongful Act, Claim or Suit

- a. You must see to it that we are notified promptly if you become aware of a "wrongful act" which would reasonably be expected to be the basis of a claim or

"suit" covered by this insurance. Notice shall include the fullest information obtainable.

- b. If a claim is made or "suit" is brought against any insured, you must see to it that we receive prompt written notice of the claim or "suit".
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses, or legal papers received in connection with the claim or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation, settlement or defense of the claim or "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insureds will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our written consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue under this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on final judgment against an insured obtained after an actual trial; but, we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Liberalization

If, within 60 days prior to the beginning of this Coverage Part or during the policy period, we make any changes to any forms or endorsements of this Coverage Part for which there is currently no separate premium charge, and that change provides more coverage than this Coverage Part, the change will automatically apply to this Coverage Part as of the latter of:

- a. The date we implemented the change in your state; or
- b. The date this Coverage Part became effective; and

will be considered as included until the end of the current policy period. We will make no additional premium charge for this additional coverage during the interim.

5. Multi-Year Policies

If this Coverage Part is issued for more than one year, the premium shall be computed annually based on our rates or premiums in effect at each anniversary.

6. Other Insurance

This insurance is excess over, and shall not contribute with any other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Part.

7. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If:
 - (1) The earned premium is less than the deposit premium, we will return the excess to the first Named Insured; or
 - (2) The earned premium is greater than the deposit premium, the difference will be due and payable to us by the first Named Insured upon notice from us.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

8. Representations

By accepting this policy, you agree:

- a. The statements in the Errors and Omissions Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

9. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

10. Transfer of Rights of Recovery Against Others to Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

11. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

1. "Advertisement" means a notice that is broadcast, telecast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. "Advertisement" includes a publicity article. For purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an "advertisement".
2. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
3. "Coverage term" means the following individual increment, or if a multi-year policy period, increments, of time, which comprise the policy period of this Coverage Part:
 - a. The year commencing on the Effective Date of this Coverage Part at 12:01 AM standard time at your mailing address shown in the Declarations, and if a multi-year policy period, each consecutive an-

nual period thereafter, or portion thereof if any period is for a period of less than 12 months, constitute individual "coverage terms". The last "coverage term" ends at 12:00 AM standard time at your mailing address shown in the Declarations on the earlier of:

- (1) The day the policy period shown in the Declarations ends; or
- (2) The day the policy to which this Coverage Part is attached is terminated or cancelled.

- b. However, if after the issuance of this Coverage Part, any "coverage term" is extended for an additional period of less than 12 months, that additional period of time will be deemed to be part of the last preceding "coverage term".

4. "Coverage territory" means anywhere in the world provided the original claim or "suit" for such "damages" is brought within the United States of America, its territories or possessions, Puerto Rico or Canada.
5. "Damages" means compensatory monetary damages which an insured is legally obligated to pay for any claim to which this insurance applies and shall include judgments and settlements. "Damages" shall not include fines or penalties imposed by law, or other matters which may be deemed uninsurable under the law pursuant to which the policy shall be construed.
6. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
7. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
8. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
9. "Graphic arts services" means representation, decoration, and writing or printing on two dimensional surfaces, or the creation of, display, storage, transmission, copying or printing of visual images or written material by electronic means, where such is common in the graphic arts industry and is employed by you in providing your services to others.

10. "Interrelated injury" means all causally connected injury or injuries arising from a "wrongful act" or "interrelated wrongful acts".
11. "Interrelated wrongful acts" means all "wrongful acts" that arise out of, or are based in whole or in part upon the same, similar, related or repeated fact, matter, demand, transaction, event, circumstance, or situation underlying the circumstances, whether such "wrongful acts" involve the same or different:
 - a. Insureds;
 - b. Offenses;
 - c. "Damages";
 - d. Legal causes of action; or
 - e. Claimants.
12. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" includes supervisors furnished to you by the labor leasing firm. "Leased worker" does not include a "temporary worker".
13. "Personal and advertising injury" means injury, including "bodily injury", arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. Abuse of process;
 - d. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - e. Defamation of character, including oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - f. Oral or written publication, in any manner, of material that violates a person's right of privacy;
 - g. The use of another's advertising idea in your "advertisement";
 - h. Infringing upon another's copyright, trade dress or slogan in your "advertisement"; or
 - i. Discrimination.
14. "Pollutant" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis,

chemicals, petroleum, petroleum products and petroleum by-products, and waste. Waste includes materials to be recycled, reconditioned or reclaimed. "Pollutants" include but are not limited to substances which are generally recognized in industry or government to be harmful or toxic to persons, property or the environment regardless of whether the injury or damage is caused directly or indirectly by the "pollutants" and whether:

- a. The insured is regularly or otherwise engaged in activities which taint or degrade the environment; or
 - b. The insured uses, generates or produces the "pollutant".
15. "Printing services" means producing original layouts or copies of written matter or images by:
 - a. Impressing paper against an inked surface;
 - b. Using other mechanical equipment common in the printing or graphic arts industries; or
 - c. Die cutting, folding, foil stamping or binding materials,
 in the process of providing your services to others.
 16. "Property damage" means:
 - a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the incident that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.
 17. "Suit" means a civil proceeding in which "damages" because of injury to which this insurance applies are alleged. "Suit" includes:
 - a. An arbitration proceeding in which such "damages" are claimed and to which the insured must submit or does submit with our consent;
 - b. Any other alternative dispute resolution proceeding in which such "damages" are claimed and to which the insured submits with our consent; or
 - c. An appeal of a civil proceeding.
 18. "Temporary worker" means a person who is furnished to you to substitute for a permanent

"employee" on leave or to meet seasonal or short-term workload conditions.

- 19. "Workplace" means that place and during such hours to which the "employee" sustaining injury was assigned by you, or any other person or entity acting on your behalf, to work on the date of injury.
- 20. "Wrongful act" means a negligent act, error or omission of an insured, or someone for whom the insured is legally liable, in rendering or failing to render "printing services" or "graphic arts services".

21. "Your product" means goods or products manufactured, sold, handled, or distributed by you or others trading under your name and which are the by-product of your "printing services" or "graphic arts services".

22. "Your work" means work or operations performed by you or on your behalf and materials, parts, or equipment furnished in connection with such work or operations and which are necessary or incidental to your "printing services" or "graphic arts services".

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REAL ESTATE ERRORS AND OMISSIONS INSURANCE COVERAGE FORM

Various provisions in this Coverage Part restrict coverage. Read the entire Coverage Part carefully to determine rights, duties and what is and what is not covered.

Throughout this Coverage Part the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II - WHO IS AN INSURED**.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION V - DEFINITIONS**.

SECTION I - COVERAGE

1. Insuring Agreement

- a. We will pay those sums, in excess of the deductible amount, as stated in the Declarations, that the insured becomes legally obligated to pay as "damages" due to injury caused by a "professional incident". We will have the right and duty to defend any "suit" seeking those "damages". However, we will have no duty to defend the insured against any "suit" seeking "damages" to which this insurance does not apply. We may, at our discretion, investigate any "professional incident" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for "damages" is limited as described in **SECTION III - LIMITS OF INSURANCE**; and
- (2) Our right and duty to defend ends when we have used the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless expressly provided for under **SECTION I - COVERAGE**, Paragraph 3. **Supplementary Payments**.

- b. This insurance applies to injury only if:
- (1) The "professional incident" takes place in the "coverage territory"; and
 - (2) The earlier of the following first occurs during the "coverage term":
 - (a) The first injury arising from the "interrelated injury" occurs; or

- (b) The first injury arising from the "interrelated injury" begins to occur.

2. Exclusions

This insurance does not apply to:

a. Abuse or Molestation

Any liability based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any actual, alleged or threatened abuse or molestation of any person.

b. Aircraft, Auto or Watercraft

Injury arising out of the ownership, maintenance, operation, use, entrustment, loading or unloading of any motor vehicle, trailer, watercraft, or aircraft.

c. Asbestos

- (1) Injury arising out of, attributable to, or any way related to asbestos in any form or transmitted in any manner; or
- (2) Any claim or "suit" arising out of, resulting from, or in any way caused by the failure to discover or disclose the existence or amount of asbestos.

d. Bodily Injury, Personal and Advertising Injury or Property Damage

"Bodily injury", "personal and advertising injury" or "property damage".

e. Common Control

A claim or "suit" made or brought by any entity or individual which:

- (1) Is wholly or partially owned, operated, managed, or controlled by any insured;
- (2) Did wholly or partially own, operate, manage, or control any insured; or
- (3) Is wholly or partially under the same ownership, operation, management, or financial control as the insured.

f. Contractual Liability

Any obligation or liability of others assumed by an insured under any contract or agreement, either oral or written, except to the extent the insured would have been liable in the absence of the contract or agreement.

g. Deceptive Trade Practices and Anti-trust

Any liability arising out of:

- (1) Intentional false advertising;
- (2) Unfair or deceptive trade practices;
- (3) Unfair competition;
- (4) Price fixing;
- (5) Restraint of trade; or
- (6) Violation of any antitrust law.

h. Discrimination (Non-employment Related)

Any liability arising out of or based upon the actual or alleged discrimination, humiliation, harassment or misconduct by any insured, or someone for whom an insured is legally liable, because of race, creed, color, age, gender, sex, sexual preference or orientation, national origin, religion, disability, handicap, marital status or any other class protected under federal, state, local or other law, which is unrelated to your statutory employment of the alleged injured party or parties.

i. Dishonest, Fraudulent, Criminal or Malicious Acts

Acts, errors or omissions of any insured, or anyone for whom the insured is legally liable, that are dishonest, fraudulent, criminal or malicious.

j. Distribution of Material in Violation of Statutes

Any liability arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- c. Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

k. Dual Agency

Any liability arising out of or based upon any insured's, or someone for whom an insured is legally liable, activities as a dual agent in real estate transactions where an insured, or someone for whom

an insured is legally liable, failed to fully disclose their dual agency status in writing to all parties and where all parties did not consent to the dual agency in writing.

l. ERISA

Any liability arising out of:

- (1) Any insured's activities as a fiduciary under the Employee Retirement Income Security Act of 1974 and any amendments thereof or any regulation or orders issued pursuant thereto; or
- (2) Acts, errors or omissions of any insured which violate:
 - (a) The Employee Retirement Income Security Act of 1974 (ERISA); or
 - (b) The Pension Benefits Act and the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA),

including any amendments, regulations or enabling statutes pursuant thereto, or any similar federal, state, or provincial statute or regulation.

m. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured sustained in the "workplace";
- (2) An "employee" of the insured arising out of the performance of duties related to the conduct of the insured's business; or
- (3) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraphs (1) or (2) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share "damages" with or repay someone else who must pay "damages" because of the injury.

n. Employment-Related Practices

Injury to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or

(c) Other employment-related practices, policies, acts or omissions including but not limited to coercion, criticism, demotion, evaluation, failure to promote, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of injury to that person at whom any of the employment-related practices described in Paragraphs (1)(a), (b) or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (1)(a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share "damages" with or repay someone else who must pay "damages" because of the injury.

o. Expected or Intended Injury

Liability for injury or damage which may reasonably be expected to result from the intentional or criminal acts of an insured or which is in fact expected or intended by the insured, even if the injury or damage is of a different degree or type than actually expected or intended.

p. Failure to Insure

Any claim arising out of the failure to effect or maintain adequate insurance.

q. Fungi or Bacteria

- (1) Any liability caused directly or indirectly, in whole or in part, by any actual, alleged or threatened:
 - (a) Inhalation of;
 - (b) Ingestion of;
 - (c) Contact with;
 - (d) Absorption of;
 - (e) Exposure to;
 - (f) Existence of; or
 - (g) Presence of,

any "fungi" or bacteria on or within a building or structure, including its contents, whether occurring suddenly or gradually;

- (2) Any loss, cost or expense associated in any way with, or arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating, mitigating or disposing of, or in any way responding to, investigating, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity;
- (3) Any liability, with respect to "fungi" or bacteria, arising out of, resulting from, caused by, contributed to, or in any way related to any supervision, instruction, recommendation, warning or advice given or which should have been given in connection with:
 - (a) The existence of "fungi" or bacteria;
 - (b) The prevention of "fungi" or bacteria;
 - (c) The remediation of "fungi" or bacteria; or
 - (d) Any operation described in Paragraph k.(2) above; or
- (4) Any obligation to share "damages" with or repay any person, organization or entity, related in any way to the liability excluded in Paragraphs q.(1), (2) or (3) above;

regardless of any other cause, event, material, product and / or building component that contributed concurrently or in any sequence to the injury or damage.

However this exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for human ingestion.

r. Future Valuations

Any liability arising out of or based upon feasibility studies, future market valuations or any promise, guaranty, representation or warranty, either expressed or implied, made by any insured or anyone for whom an insured is legally liable, pertaining to the future values of real property or investments.

s. Improper Notarization

The certification or acknowledgement of a signature by an insured acting as a notary without the proper compliance with

the applicable laws and regulations of the state having jurisdiction.

t. Insured Versus Insured

Liability arising out of injury suffered by an insured.

u. Lead, Radon or Electromagnetic Fields

(1) Any claim or "suit" arising out of, resulting from, or in any way caused by or contributing to the actual, alleged or threatened ingestion, inhalation, absorption of, exposure to or presence of lead, radon or electromagnetic field of any frequency in any form emanating from any source.

(2) Any loss, cost or expense arising out of, resulting from or in any way related to any:

(a) Claim, "suit", request, demand, directive, or order by or on behalf of any person, entity, or governmental authority that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to, or assess the effects of lead, radon or electromagnetic field of any frequency in any form;

(b) Claim or "suit" by or on behalf of any person, entity, or governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating or detoxifying or neutralizing, or in any way responding to, or assessing the effects of lead, radon or electromagnetic field of any frequency in any form.

(3) Any claim or "suit" arising out of, resulting from, or in any way caused by the failure to discover or disclose the existence or amount of lead, radon or electromagnetic field of any frequency.

v. Money Received

Any liability for money received by any insured or credited to any insured for fees, premiums, taxes, commissions, loss payments, or escrow or brokerage monies.

w. Nuclear

Any liability based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving the hazardous properties, including ra-

dioactive, toxic or explosive properties, of any nuclear material. Nuclear material means any source material, special nuclear material, or by-product materials as those terms are defined under the Atomic Energy Act of 1954 or any amendments thereto.

x. Other Operations

Any liability arising out of or based upon the interests, operations or activities of any insured, or someone for whom an insured is legally liable, that is not specifically provided for in the definition of "professional real estate services".

y. Owned or Developed Property

Any liability arising out of or based upon the rendering of "professional real estate services" for property developed, constructed, owned or to be purchased by any insured or by any entity in which any insured has a financial interest, or by any entity coming under the same financial control as any insured. This exclusion shall not apply to claims or "suits" arising out of:

(1) The sale of real property that was acquired by you under a written "guaranteed sale listing contract"; and title was held by you for less than one year from the acquisition to resale; and the property was continually offered for sale by you from acquisition to resale;

(2) The rendering or "professional real estate services" for real property where the combined ownership of all insureds is less than ten (10) percent; or

(3) The sale of a residential property owned by any insured for more than 180 days provided a state or local board approved standard sales contract was utilized in conjunction with the sale and prior to the closing the buyers received all of the following:

(a) A written Home Inspection Report issued by an ASHI, NAHI or CREIA member inspector;

(b) A home warranty policy; and

(c) A seller disclosure form signed by the insured.

z. Pollutant

(1) Any liability arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release, escape or emission of "pollut-

ants", including any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants"; or

- (2) Any claim or "suit" arising out of, resulting from, or in any way caused by the failure to discover or disclose the existence or amount of "pollutants".

aa. Property Investment Activities

Any liability arising out of or based upon the formation, promotion, syndication, operation or administration of any property syndication, real estate investment trust or any corporation, general or limited partnership or joint venture formed for the purpose of investing in, buying, selling or maintaining real property including those syndication, trusts, real estate investment trusts, corporations, partnerships or joint ventures in which any insured has, had or intended to have a participating interest directly or indirectly in the profits or losses thereof.

bb. RICO

Any violation of the Racketeer Influenced and Corrupt Organizations Act (RICO), including any amendments, regulations or enabling statutes pursuant thereto, or any similar federal, state, or provincial statute or regulation.

cc. Securities Actions

Any liability arising out of:

- (1) Any security or any activities or transactions subject or claimed to be subject in whole or in part to the Securities Act of 1933, The Securities Exchange Act of 1934, The Public Utility Holding Company Act of 1935, The Trust Indenture Act of 1939, The Investment Company Act of 1940 or The Investment Advisors Act of 1940; or,

- (2) Any purchase, sale or offering of any security to or from the public which is subject or claimed to be subject to any State Blue Sky or Securities Law,

or any rules or regulations issued pursuant to any of the aforementioned, all as heretofore or hereafter amended or replaced, without regard to the legal theory upon which any claim arising in connection therewith against any insured might be based or made.

dd. War

Injury, however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

ee. Workers' Compensation and Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

3. Supplementary Payments

We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- c. The cost of bonds to release attachments but only for bond amounts within the applicable limit of insurance. We do not have to furnish bonds.
- d. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
- e. Prejudgment interest awarded against the insured on that part of the judgment

we become obligated to pay and which falls within the applicable limit of insurance. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest that is based on the period of time after the offer.

- f. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

SECTION II - WHO IS AN INSURED

1. If you are designated in the Declarations as:
 - a. An individual, you are an insured, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members and partners are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Each of the following is also an insured.
 - a. Non-"employee" duly licensed real estate agents operating under your broker's license, but only during their period of affiliation with you and only in relation to real estate transactions handled through you.
 - b. Your "employees" are insureds, but only while acting within the scope of their duties as such.
 - c. The heirs, executors, administrators, or legal representatives of each insured in the event of their death, incapacity, or bankruptcy, but only with respect to the

liability of each insured as covered herein.

- d. The legally recognized spouse of any insured, but only:
 - (1) With respect to "professional incidents" actually or allegedly committed by that insured; and
 - (2) By reason of such spouse's status as spouse of that insured.

Notwithstanding this provision, no spouse shall have any greater insurance coverage under this Coverage Part than the insured to whom such spouse is married. This provision does not extend insurance coverage for "professional incidents" actually or allegedly committed by the spouse of any insured.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Insurance under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
 - b. Insurance coverage does not apply to "professional incidents" that occurred before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The Aggregate Limit is the most we will pay for the sum of all "damages" for all claims or "suits" to which this insurance applies.
3. The Each Professional Incident Limit is the most we will pay for the sum of all "damages" arising out of "interrelated injury".
4. Our obligation to pay "damages" resulting from claims or "suits" arising out of a "profes-

sional incident" or "interrelated professional incidents" applies only to the amount of "damages" in excess of the deductible amount, if any, stated in the Declarations.

However, the deductible does not apply to **SECTION I - COVERAGE**, Paragraph 3. **Supplementary Payments**.

5. If we have paid any amounts in settlement or satisfaction of claims or judgments in excess of the limit of insurance, or within the amount of the deductible, the insureds, jointly and severally, shall be liable to us for any and all such amounts, including reasonable fees and expenses incurred by us in collecting those amounts.

The Limits of Insurance of this Coverage Part apply separately to each "coverage term".

SECTION IV - CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties in the Event of Professional Incident, Claim or Suit

- a. You must see to it that we are notified promptly if you become aware of a "professional incident" which would reasonably be expected to be the basis of a claim or "suit" covered by this insurance. Notice shall include the fullest information obtainable.
- b. If a claim is made or "suit" is brought against any insured, you must see to it that we receive prompt written notice of the claim or "suit".
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses, or legal papers received in connection with the claim or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation, settlement or defense of the claim or "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insureds will, except at that insured's own cost, voluntarily make a payment,

assume any obligation, or incur any expense without our written consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for "damages" from an insured; or
- b. To sue us under this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on final judgment against an insured obtained after an actual trial; but we will not be liable for "damages" that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Liberalization

If, within 60 days prior to the beginning of this Coverage Part or during the policy period, we make any changes to any forms or endorsements of this Coverage Part for which there is currently no separate premium charge, and that change provides more coverage than this Coverage Part, the change will automatically apply to this Coverage Part as of the latter of:

- a. The date we implemented the change in your state; or
- b. The date this Coverage Part became effective; and

will be considered as included until the end of the current policy period. We will make no additional premium charge for this additional coverage during the interim.

5. Multi-Year Policies

If this Coverage Part is issued for more than one year, the premium shall be computed annually based on our rates or premiums in effect at each anniversary.

6. Other Insurance

This insurance is excess over, and shall not contribute with any other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Part.

7. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If:
 - (1) The earned premium is less than the deposit premium, we will return the excess to the first Named Insured; or
 - (2) The earned premium is greater than the deposit premium, the difference will be due and payable to us by the first Named Insured upon notice from us.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

8. Representations

By accepting this policy, you agree:

- a. The statements in the Errors and Omissions Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

9. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

10. Transfer of Rights of Recovery Against Others to Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after a "professional incident" to impair them. At our request, the insured will bring legal action or transfer those rights to us and help us enforce them.

11. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

1. "Advertisement" means a notice that is broadcast, telecast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. "Advertisement" includes a publicity article. For purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an "advertisement".
2. "Bodily injury" means injury to the body, sickness or disease sustained by any person, including death resulting from any of these at any time; including any mental injury, mental anguish, mental tension, emotional distress, pain or suffering or shock sustained by any person, whether or not resulting from injury to the body, sickness, disease or death of any person.
3. "Coverage term" means the following individual increment, or if a multi-year policy period, increments, of time, which comprise the policy period of this Coverage Part:
 - a. The year commencing on the Effective Date of this Coverage Part at 12:01 AM standard time at your mailing address shown in the Declarations, and if a multi-year policy period, each consecutive annual period thereafter, or portion thereof if any period is for a period of less than 12 months, constitute individual "coverage terms". The last "coverage term" ends at 12:00 AM standard time at your mailing address shown in the Declarations on the earlier of:
 - (1) The day the policy period shown in the Declarations ends; or
 - (2) The day the policy to which this Coverage Part is attached is terminated or cancelled.
 - b. However, if after the issuance of this Coverage Part, any "coverage term" is

- extended for an additional period of less than 12 months, that additional period of time will be deemed to be part of the last preceding "coverage term".
4. "Coverage territory" means anywhere in the world, provided the original claim or "suit" for such "damages" is brought within the United States of America, its territories or possessions, Puerto Rico or Canada.
 5. "Damages" means the compensatory monetary portion of any judgment, award or settlement, provided such settlement is negotiated with our assistance and approval. "Damages" shall not include:
 - a. Compensation for "property damage";
 - b. Personal profit or advantage to which the insured was not legally entitled;
 - c. Criminal or civil fines, taxes, penalties (statutory or otherwise), fees or sanctions;
 - d. Punitive, exemplary or multiple damages;
 - e. Matters deemed uninsurable by law;
 - f. Amounts held in escrow or otherwise on behalf of clients or third parties; or
 - g. Any form of equitable or non-monetary relief.
 6. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
 7. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
 8. "Fungi" means any type or form of fungus, and includes, but is not limited to, any form or type of mold, mushroom or mildew and any mycotoxins, spores, scents or by-products produced or released by fungi.
 9. "Guaranteed sale listing contract" means a written agreement between you and the seller of the property, whereby you agree to purchase the property if it is not sold within the time frame specified in the listing agreement.
 10. "Interrelated injury" means all causally connected injury or injuries arising from a "professional incident" or "interrelated professional incidents".
 11. "Interrelated professional incidents" means "professional incidents" which arise out of and have as a common basis:
 - a. Related circumstances, situations, events, transactions or facts;
 - b. A series of related circumstances, situations, events, transactions or facts; or
 - c. A common pattern of conduct in selling, providing or servicing products or services to which this insurance applies.
 12. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" includes supervisors furnished to you by the labor leasing firm. "Leased worker" does not include a "temporary worker".
 13. "Personal and advertising injury" means injury, including "bodily injury", arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. Abuse of process;
 - d. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - e. Defamation of character, including oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - f. Oral or written publication, in any manner, of material that violates a person's right of privacy;
 - g. The use of another's advertising idea in your "advertisement";
 - h. Infringing upon another's copyright, trade dress or slogan in your "advertisement"; or
 - i. Discrimination.
 14. "Pollutant" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, petroleum, petroleum products and petroleum by-products, and waste. Waste includes materials to be recycled, reconditioned or reclaimed. "Pollutants" include but are not limited to substances which are generally recognized in industry or government to be harmful or toxic to persons, property or the environment regardless of whether the injury or damage is caused directly or indirectly by the "pollutants" and whether:
 - a. The insured is regularly or otherwise engaged in activities which taint or degrade the environment; or

- b. The insured uses, generates or produces the "pollutant".
- 15. "Professional incident" means a negligent act, error or omission of an insured, or someone for whom an insured is legally liable, in rendering or failing to render "professional real estate services".
- 16. "Professional real estate services" means services performed by you or on your behalf for others as:
 - a. Real estate broker, real estate agent, real estate sales person, real estate personal assistant, real estate independent contractor, auctioneer of real property;
 - b. Real estate consultant or counselor;
 - c. Real estate appraiser;
 - d. Real estate leasing agent or property manager;
 - e. Mortgage broker or business broker; or
 - f. Notary public or member of a formal real estate accreditation, real estate standards review or similar real estate board or real estate committee.
- 17. "Property damage" means:
 - a. Injury or damage, of any nature, to tangible or intangible property, including all resulting loss of use of that property; or
 - b. Loss of or loss of use of tangible or intangible property that is not otherwise injured or damaged.
- 18. "Suit" means a civil proceeding in which "damages" because of injury to which this insurance applies are alleged. "Suit" includes:
 - a. An arbitration proceeding in which such "damages" are claimed and to which the insured must submit or does submit with our consent;
 - b. Any other alternative dispute resolution proceeding in which such "damages" are claimed and to which the insured submits with our consent; or
 - c. An appeal of a civil proceeding.
- 19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- 20. "Workplace" means that place and during such hours to which the "employee" sustaining injury was assigned by you, or any other person or entity acting on your behalf, to work on the date of injury.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PEDORTHISTS PROFESSIONAL LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The provisions of this endorsement apply only as respects Pedorthists Professional Liability Coverage afforded hereunder. All other provisions of the Coverage Part apply to the insurance coverage afforded hereunder unless stated otherwise herein.

SCHEDULE

Limits of Insurance	\$ _____	Each Occurrence Limit
	\$ _____	Aggregate Limit

- A. Paragraph 1.a. of the insuring agreement under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted in its entirety and replaced by the following with respect only to the insurance coverage provided by this endorsement:

Pedorthists Professional Liability Coverage

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" arising out of the rendering or failure to render professional services as a "pedorthist". We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:
- (1) The amount we will pay for damages is limited as described in **SECTION III - LIMITS OF INSURANCE**; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Pedorthists Professional Liability Coverage**.

No other obligation or liability to pay sums or perform acts or services is covered unless expressly provided for under **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**.

- B. The following exclusion is added to **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**:

The insurance does not apply to "bodily injury" or "property damage" caused by the willful violation of a penal statute or ordinance committed by or with the knowledge or consent of any insured.

- C. **SECTION V - DEFINITIONS** is amended as follows:

1. The definition of "occurrence" is deleted and replaced by the following with respect only to the insurance coverage provided by this endorsement:

"Occurrence" means a negligent act, error or omission in rendering or failing to render professional services as a "pedorthist".

Any such negligent act, error or omission together with all related acts, errors or omissions in the furnishing or failing to furnish professional services as a "pedorthist" to any one person will be considered one "occurrence".

2. The following definition is added:

"Pedorthist" means a person certified by the Board for Certification in Pedorthics to practice pedorthics, which consists of:

- a. The practice of filling footwear prescriptions;

- b. The prescribing, preparation, sale or distribution of pedorthic footwear and products; or
- c. The fitting or taking or making impressions for pedorthic footwear and products.

D. SECTION III - LIMITS OF INSURANCE is deleted in its entirety and replaced by the following:

- 1. The Limits of Insurance shown in the Schedule and the rules below declare the most we will pay regardless of the number of:
 - a. Insureds;

- b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
- 2. The Aggregate Limit is the most we will pay for the sum of all damages for all claims or "suits" to which this insurance applies.
- 3. The Each Occurrence Limit is the most we will pay for damages arising out of any one "occurrence".
- 4. If this coverage is in effect for a period of more than one year, the limits apply separately to each "coverage term".

NURSE'S PROFESSIONAL LIABILITY COVERAGE FORM - TABLE OF CONTENTS

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NURSE'S PROFESSIONAL LIABILITY COVERAGE FORM

Various provisions in this Coverage Part restrict coverage. Read the entire Coverage Part carefully to determine rights, duties and what is and what is not covered.

Throughout this Coverage Part the words "you" and "your" refer to the Named Insured shown in the Nurse's Professional Liability Declarations. The words "we," "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II - WHO IS AN INSURED**.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION V - DEFINITIONS**.

SECTION I - COVERAGE

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as "damages" because of injury caused by a "medical incident". We will have the right and duty to defend any "suit" seeking those "damages". However, we will have no duty to defend the insured against any "suit" seeking "damages" to which this insurance does not apply. We may, at our discretion, investigate any "medical incident" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for "damages" is limited as described in **SECTION III - LIMITS OF INSURANCE**; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless expressly provided for under **SECTION I - COVERAGE**, Paragraph 3. **Supplementary Payments**.

- b. This insurance applies to injury only if:

- (1) The "medical incident" takes place in the "coverage territory"; and
- (2) The earlier of the following first occurs during the "coverage term":
- (a) The first injury arising from the "medical incident" occurs; or

- (b) The first injury arising from the "medical incident" begins to occur.

2. Exclusions

This insurance does not apply to:

a. Abuse or Molestation

Any liability based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any actual, alleged or threatened abuse or molestation of any person.

b. Aircraft, Auto or Watercraft

Injury arising out of the ownership, maintenance, operation, use, entrustment, loading or unloading of any motor vehicle, trailer, watercraft, or aircraft.

However, this exclusion does not apply to loading or unloading of patients from any "ambulance".

c. Asbestos

Injury arising out of, attributable to, or any way related to asbestos in any form or transmitted in any manner.

d. Contractual Liability

Any liability for which the insured is obligated to pay "damages" by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for "damages" that the insured would have in the absence of the contract or agreement.

e. Discrimination

Any liability based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving discrimination.

f. Dishonest, Criminal or Malicious Acts

Acts, errors or omissions of any insured that are dishonest, criminal or malicious.

g. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured sustained in the "workplace";
- (2) An "employee" of the insured arising out of the performance of duties related to the conduct of the insured's business; or

- (3) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraphs (1) or (2) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share "damages" with or repay someone else who must pay "damages" because of the injury.

h. Employment-Related Practices

Injury to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Other employment-related practices, policies, acts or omissions including but not limited to coercion, criticism, demotion, evaluation, failure to promote, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of injury to that person at whom any of the employment-related practices described in Paragraphs (1)(a), (b) or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (1)(a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share "damages" with or repay someone else who must pay "damages" because of the injury.

i. Nuclear

Any liability based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving the hazardous properties, including radioactive, toxic or explosive properties, of

any nuclear material. Nuclear material means any source material, special nuclear material, or by-product materials as those terms are defined under the Atomic Energy Act of 1954 or any amendments thereto.

j. Other Operations

"Damages" for which the insured may be held liable as a proprietor, superintendent, executive officer, stockholder or member of the board of directors, trustees or governors of any hospital, sanitarium, clinic with bed and board facilities, nursing home, laboratory or other business enterprise.

k. Pollutant

Injury arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release, escape or emission of "pollutants" at any time.

l. Pollutant-Related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for "damages" because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

m. Violation of an Antitrust Law

Any claim for "damages" arising out of the violation of an antitrust law.

n. War

Injury, however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by

governmental authority in hindering or defending against any of these.

o. Workers' Compensation and Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

3. Supplementary Payments

We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
- e. Prejudgment interest awarded against the insured on that part of the judgment we become obligated to pay and which falls within the applicable limit of insurance. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest that is based on the period of time after the offer.
- f. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

SECTION II - WHO IS AN INSURED

- 1. Each individual listed in the Declarations of this Coverage Part is an insured.
- 2. The following entities, if listed in the Declarations of this Coverage Part, are insured to the extent set forth below:
 - a. A partnership or joint venture, including its members or partners, but only with respect to the conduct of your business;

- b. A limited liability company, including its members and managers. However:

- (1) Members are insureds only with respect to the conduct of your business; and
- (2) Managers are insureds only with respect to their duties as your managers; and

- c. An organization other than a partnership, joint venture or limited liability company, including:

- (1) Its "executive officers" and directors, but only with respect to their duties as your "executive officers" or directors; and
- (2) Its stockholders, but only with respect to their liability as stockholders,

but only for the negligent acts, errors or omissions of others. However, none of the foregoing are insureds with respect to "professional services" they furnish or which are furnished by a person under their personal direction, control or supervision.

- 3. The legal representative of an insured who dies is an insured, but only with respect to duties as such. That representative will have all rights and duties under this Coverage Part.
- 4. The "employees" of those insureds described in Paragraphs 1. or 2. above, but only while acting within the scope of their duties as such and only with respect to "professional services" performed on behalf of an insured described in Paragraphs 1. or 2. above.

However, none of these "employees" are insureds for injury or damage:

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company) or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of Paragraph 4.(a) above; or
- (c) For which there is any obligation to share "damages" with or repay someone else who must pay "damages" because of the injury described in Paragraphs 4.(a) or (b) above.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Nurse's Professional Liability Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The Aggregate Limit is the most we will pay for the sum of all "damages" for all claims or "suits" to which this insurance applies.
3. The Each Medical Incident Limit is the most we will pay for "damages" arising out of any one "medical incident".

The Limits of Insurance of this Coverage Part apply separately to each "coverage term".

SECTION IV - CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties in the Event of Medical Incident, Claim or Suit

- a. You must see to it that we are notified promptly of every "medical incident" which may result in a claim. Notice should include:
 - (1) How, when and where the "medical incident" took place; and
 - (2) The names and addresses of any injured persons and witnesses.
- b. If a claim is made or "suit" is brought against any insured, you must see to it that we receive prompt written notice of the claim or "suit".
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses, or legal papers received in connection with the claim or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation, settlement or defense of the claim or "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of in-

jury or damage to which this insurance may also apply.

- d. No insureds will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our written consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for "damages" from an insured; or
- b. To sue us under this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on final judgment against an insured obtained after an actual trial; but we will not be liable for "damages" that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Liberalization

If, within 60 days prior to the beginning of this Coverage Part or during the policy period, we make any changes to any forms or endorsements of this Coverage Part for which there is currently no separate premium charge, and that change provides more coverage than this Coverage Part, the change will automatically apply to this Coverage Part as of the latter of:

- a. The date we implemented the change in your state; or
- b. The date this Coverage Part became effective; and

will be considered as included until the end of the current policy period. We will make no additional premium charge for this additional coverage during the interim.

5. Multi-Year Policies

If this Coverage Part is issued for more than one year, the premium shall be computed annually based on our rates or premiums in effect at each anniversary.

6. Other Insurance

This insurance is excess over, and shall not contribute with any other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Part.

7. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If:
 - (1) The earned premium is less than the deposit premium, we will return the excess to the first Named Insured; or
 - (2) The earned premium is greater than the deposit premium, the difference will be due and payable to us by the first Named Insured upon notice from us.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

8. Representations

By accepting this policy, you agree:

- a. The statements in the Nurse's Professional Liability Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

9. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

10. Transfer of Rights of Recovery Against Others to Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

11. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

1. "Ambulance" means any aircraft, motor vehicle, trailer or watercraft equipped for transporting the sick or injured.
2. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
3. "Coverage term" means the following individual increment, or if a multi-year policy period, increments, of time, which comprise the policy period of this Coverage Part:
 - a. The year commencing on the Effective Date of this Coverage Part at 12:01 AM standard time at your mailing address shown in the Declarations, and if a multi-year policy period, each consecutive annual period thereafter, or portion thereof if any period is for a period of less than 12 months, constitute individual "coverage terms". The last "coverage term" ends at 12:00 AM standard time at your mailing address shown in the Declarations on the earlier of:
 - (1) The day the policy period shown in the Declarations ends; or
 - (2) The day the policy to which this Coverage Part is attached is terminated or cancelled.
 - b. However, if after the issuance of this Coverage Part, any "coverage term" is extended for an additional period of less than 12 months, that additional period of time will be deemed to be part of the last preceding "coverage term".
4. "Coverage territory" means anywhere in the world, provided the original claim or "suit" for such "damages" is brought within the United States of America, its territories or possessions, Puerto Rico or Canada.
5. "Damages" means all compensatory monetary damages, including damages for death, which are payable because of injury to which this Coverage Part applies.

However, "damages" shall not include civil or criminal fines or penalties imposed by law, punitive or exemplary damages, the multiplied portion of multiplied damages, any amount for which an insured is not financially liable, or

any award that is uninsurable under the law governing this policy.

6. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
7. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
8. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" includes supervisors furnished to you by the labor leasing firm. "Leased worker" does not include a "temporary worker".
9. "Medical incident":
 - a. Means a negligent act, error, omission or malpractice:
 - (1) In the rendering or failure to render "professional services" by:
 - (a) The insured; or
 - (b) Any person acting under the personal direction, control or supervision of the insured; or
 - (2) Arising out of the insured's serving as a member of a formal nursing accreditation, standards review or similar professional board or committee; and
 - b. Shall include all related "medical incidents" arising out of the:
 - (1) Rendering or failure to render "professional services" to any one person; or
 - (2) Serving as a member of a formal nursing accreditation, standards review or similar professional board or committee in connection with a single person or organization,as one "medical incident", regardless of the time frame over which such "medical incidents" occur.

10. "Pollutant" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, petroleum, petroleum products and petroleum by-products, and waste. Waste includes materials to be recycled, reconditioned or reclaimed. "Pollutants" include but are not limited to substances which are generally recognized in industry or government to be harmful or toxic to persons, property or the environment regardless of whether the injury or damage is caused directly or indirectly by the "pollutants" and whether:
 - a. The insured is regularly or otherwise engaged in activities which taint or degrade the environment; or
 - b. The insured uses, generates or produces the "pollutant".
11. "Professional services" means nursing services as governed by the applicable statutes, regulations or licensing laws of the jurisdiction in which the insured operates.
12. "Suit" means a civil proceeding in which money "damages" because of injury to which this insurance applies are alleged. "Suit" includes:
 - a. An arbitration proceeding in which such "damages" are claimed and to which the insured must submit or does submit with our consent;
 - b. Any other alternative dispute resolution proceeding in which such "damages" are claimed and to which the insured submits with our consent; or
 - c. An appeal of a civil proceeding.
13. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
14. "Workplace" means that place and during such hours to which the "employee" sustaining injury was assigned by you, or any other person or entity acting on your behalf, to work on the date of injury.

MISCELLANEOUS PROFESSIONAL LIABILITY COVERAGE FORM - TABLE OF CONTENTS

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MISCELLANEOUS PROFESSIONAL LIABILITY COVERAGE FORM

Various provisions in this Coverage Part restrict coverage. Read the entire Coverage Part carefully to determine rights, duties and what is and what is not covered.

Throughout this Coverage Part the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II - WHO IS AN INSURED**.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION V - DEFINITIONS**.

SECTION I - COVERAGE

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages due to injury caused by a "professional incident". We will have the right and duty to defend any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any "professional incident" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in **SECTION III - LIMITS OF INSURANCE**; and
- (2) Our right and duty to defend ends when we have used the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless expressly provided for under **SECTION I - COVERAGE**, Paragraph 3. **Supplementary Payments**.

- b. This insurance applies to injury only if:
- (1) The injury is caused by a "professional incident" that takes place in the "coverage territory"; and
 - (2) The earlier of the following first occurs during the "coverage term":
 - (a) The first injury arising from the "professional incident" occurs;
 - or

- (b) The first injury arising from the "professional incident" begins to occur.

2. Exclusions

This insurance does not apply to:

a. Abuse or Molestation

Any liability based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any actual, alleged or threatened abuse or molestation of any person.

b. Aircraft, Auto or Watercraft

Injury arising out of the ownership, maintenance, operation, use, entrustment, loading or unloading of any motor vehicle, trailer, watercraft, or aircraft.

c. Asbestos

Injury arising out of, attributable to, or any way related to asbestos in any form or transmitted in any manner.

d. Contractual Liability

Any obligation or liability of others assumed by an insured under any contract or agreement, either oral or written, except to the extent the insured would have been liable in the absence of the contract or agreement.

e. Discrimination

Any liability based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving discrimination.

f. Dishonest, Criminal or Malicious Acts

Acts, errors or omissions of any insured that are dishonest, criminal or malicious.

g. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

h. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured sustained in the "workplace";

- (2) An "employee" of the insured arising out of the performance of duties related to the conduct of the insured's business; or
- (3) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraphs (1) or (2) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

i. Employment-Related Practices

Injury to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Other employment-related practices, policies, acts or omissions including but not limited to coercion, criticism, demotion, evaluation, failure to promote, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of injury to that person at whom any of the employment-related practices described in Paragraphs (1)(a), (b) or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (1)(a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

j. Expected or Intended Injury

Liability which may reasonably be expected to result from the intentional or criminal acts of an insured or which is in fact expected or intended by the insured, even if the injury or damage is of a different degree or type than actually expected or intended.

k. Infringement of Intellectual Property Rights

Any liability arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights.

l. Nuclear

Any liability based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving the hazardous properties, including radioactive, toxic or explosive properties, of any nuclear material. Nuclear material means any source material, special nuclear material, or by-product materials as those terms are defined under the Atomic Energy Act of 1954 or any amendments thereto.

m. Other Operations

The ownership, maintenance, use or repair of any property, or the conduct of any business enterprise that is wholly or partly owned, operated, or managed by any insured either individually or as executor, administrator, trustee, receiver, or in any other fiduciary capacity.

n. Personal Injury or Property Damage

"Personal injury" or "property damage".

o. Pollutant

Injury arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release, escape or emission of "pollutants" at any time.

p. Pollutant-Related

Any loss, cost or expense arising out of any:

- a. Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- b. Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing,

treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

q. War

Injury, however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

r. Workers' Compensation and Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

3. Supplementary Payments

We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- c. The cost of bonds to release attachments but only for bond amounts within the applicable limit of insurance. We do not have to furnish bonds.
- d. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
- e. Prejudgment interest awarded against the insured on that part of the judgment we become obligated to pay and which falls within the applicable limit of insurance. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest that is based on the period of time after the offer.
- f. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, of-

fered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

SECTION II - WHO IS AN INSURED

1. Each individual listed in the Declarations of this Coverage Part is an insured.
2. The following entities, if listed in the Declarations of this Coverage Part, are insured to the extent set forth below:

- a. A partnership or joint venture, including its members or partners, but only with respect to the conduct of your business;
- b. A limited liability company, including its members and managers. However:

- (1) Members are insureds only with respect to the conduct of your business; and
- (2) Managers are insureds only with respect to their duties as your managers; and

- c. An organization other than a partnership, joint venture or limited liability company, including:

- (1) Its "executive officers" and directors, but only with respect to their duties as your "executive officers" or directors; and
- (2) Its stockholders, but only with respect to their liability as stockholders,

but only for the negligent acts, errors or omissions of others. However, none of the foregoing are insureds with respect to "professional services" they furnish or which are furnished by a person under their personal direction, control or supervision.

3. The legal representative of an insured who dies is an insured, but only with respect to duties as such. That representative will have all rights and duties under this Coverage Part.
4. The "employees" of those insureds described in Paragraphs 1. or 2. above, but only while acting within the scope of their duties as such and only with respect to "professional services" performed on behalf of an insured described in Paragraphs 1. or 2. above.

However, none of these "employees" are insureds for injury or damage:

- (1) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in

- the course of his or her employment or performing duties related to the conduct of your business;
- (2) To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of Paragraph 4.(1) above; or
 - (3) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs 4.(1) or (2) above.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Miscellaneous Professional Liability Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The Aggregate Limit is the most we will pay for the sum of all damages for all claims or "suits" to which this insurance applies.
3. The Each Incident Limit is the most we will pay for all damages arising out of one "professional incident".

The Limits of Insurance of this Coverage Part apply separately of each "coverage term".

SECTION IV - CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties in the Event of Professional Incident, Claim or Suit

- a. You must see to it that we are notified promptly if you become aware of a "professional incident" which would reasonably be expected to be the basis of a claim or "suit" covered by this insurance. Notice shall include the fullest information obtainable.
- b. If a claim is made or "suit" is brought against any insured, you must see to it that we receive prompt written notice of the claim or "suit".
- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses, or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement or defense of the claim or "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

- d. No insureds will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our written consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us under this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Liberalization

If, within 60 days prior to the beginning of this Coverage Part or during the policy period, we make any changes to any forms or endorsements of this Coverage Part for which there is currently no separate premium charge, and that change provides more coverage than this Coverage Part, the change will automatically apply to this Coverage Part as of the latter of:

- a. The date we implemented the change in your state; or
- b. The date this Coverage Part became effective; and

will be considered as included until the end of the current policy period. We will make no additional premium charge for this additional coverage during the interim.

5. Multi-Year Policies

If this Coverage Part is issued for more than one year, the premium shall be computed annually based on our rates or premiums in effect at each anniversary.

6. Other Insurance

This insurance is excess over, and shall not contribute with any other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Part.

7. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If:
 - (1) The earned premium is less than the deposit premium, we will return the excess to the first Named Insured; or
 - (2) The earned premium is greater than the deposit premium, the difference will be due and payable to us by the first Named Insured upon notice from us.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

8. Representations

By accepting this policy, you agree:

- a. The statements in the Miscellaneous Professional Liability Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

9. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and

- b. Separately to each insured against whom claim is made or "suit" is brought.

10. Transfer of Rights of Recovery Against Others to Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

11. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

1. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
2. "Coverage term" means the following individual increment, or if a multi-year policy period, increments, of time, which comprise the policy period of this Coverage Part:
 - a. The year commencing on the Effective Date of this Coverage Part at 12:01 AM standard time at your mailing address shown in the Declarations, and if a multi-year policy period, each consecutive annual period thereafter, or portion thereof if any period is for a period of less than 12 months, constitute individual "coverage terms". The last "coverage term" ends at 12:00 AM standard time at your mailing address shown in the Declarations on the earlier of:
 - (1) The day the policy period shown in the Declarations ends; or
 - (2) The day the policy to which this Coverage Part is attached is terminated or cancelled.
 - b. However, if after the issuance of this Coverage Part, any "coverage term" is extended for an additional period of less than 12 months, that additional period of time will be deemed to be part of the last preceding "coverage term".
3. "Coverage territory" means anywhere in the world, provided the original claim or "suit" for such damages is brought within the United States of America, its territories or possessions, Puerto Rico or Canada.

4. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
7. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" includes supervisors furnished to you by the labor leasing firm. "Leased worker" does not include a "temporary worker".
8. "Personal injury" means injury, including "bodily injury", arising out of one or more of the following offenses:
 - a. Defamation, including, but not limited to, libel or slander;
 - b. Violation of a right of privacy;
 - c. False arrest, detention or imprisonment;
 - d. Wrongful entry or eviction; or
 - e. Malicious prosecution or abuse of process.
9. "Pollutant" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, petroleum, petroleum products and petroleum by-products, and waste. Waste includes materials to be recycled, reconditioned or reclaimed. "Pollutants" include but are not limited to substances which are generally recognized in industry or government to be harmful or toxic to persons, property or the environment regardless of whether the injury or damage is caused directly or indirectly by the "pollutants" and whether:
 - a. The insured is regularly or otherwise engaged in activities which taint or degrade the environment; or
 - b. The insured uses, generates or produces the "pollutant".
10. "Professional incident":
 - a. Means a negligent act, error or omission in rendering or failing to render "professional services" by the insured or someone for whom the insured is legally liable; and
 - b. Shall include all related "professional incidents" arising out of the rendering or failing to render "professional services" to any one person or organization as one "professional incident", regardless of the time frame over which such "professional incidents" occur.
13. "Professional services" means activities in the professional capacity of your profession, as stated in the Declarations.
12. "Property damage" means:
 - a. Injury or damage, of any nature, to tangible or intangible property, including all resulting loss of use of that property; or
 - b. Loss of or loss of use of tangible or intangible property that is not otherwise injured or damaged.
13. "Suit" means a civil proceeding in which money damages because of injury to which this insurance applies are alleged. "Suit" includes:
 - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or
 - c. An appeal of a civil proceeding.
14. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
15. "Workplace" means that place and during such hours to which the "employee" sustaining injury was assigned by you, or any other person or entity acting on your behalf, to work on the date of injury.

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DENTIST'S PROFESSIONAL LIABILITY OCCURRENCE COVERAGE FORM

Various provisions in this Coverage Part restrict coverage. Read the entire Coverage Part carefully to determine rights, duties and what is and what is not covered.

Throughout this Coverage Part the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II - WHO IS AN INSURED**.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION V - DEFINITIONS**.

SECTION I - COVERAGES

COVERAGE A. PROFESSIONAL LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as "damages" due to injury caused by a "dental incident" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those "damages". However, we will have no duty to defend the insured against any "suit" seeking "damages" to which this insurance does not apply. We may, at our discretion, investigate any "dental incident" and, only with your written consent, settle any claim or "suit" that may result. But:

- (1) The amount we will pay for "damages" is limited as described in **SECTION III - LIMITS OF INSURANCE**; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under **SECTION I - COVERAGES, COVERAGE A. PROFESSIONAL LIABILITY**; or first aid expenses under **SECTION I - COVERAGES, COVERAGE B. FIRST AID PAYMENTS**.

No other obligation or liability to pay sums or perform acts or services is covered unless expressly provided for under **SECTION I - COVERAGES, COVERAGE A. PROFESSIONAL LIABILITY**, Paragraph 3. **Supplementary Payments - Coverage A**.

- b. This insurance applies to injury only if:

- (1) The "dental incident" takes place in the "coverage territory"; and
- (2) The earlier of the following first occurs during the "coverage term":
 - (a) The first injury arising from the "dental incident" occurs; or
 - (b) The first injury arising from the "dental incident" begins to occur.

2. Exclusions

This insurance does not apply to:

a. Aircraft, Auto or Watercraft

Injury arising out of the ownership, maintenance, operation, use, entrustment, loading or unloading of any motor vehicle, trailer, watercraft, or aircraft.

b. Asbestos

Injury arising out of, attributable to, or any way related to asbestos in any form or transmitted in any manner.

c. Contractual Liability

Any liability for which the insured is obligated to pay "damages" by reason of the assumption of liability in a contract or agreement. However, this exclusion does not apply to liability for "damages" that the insured would have in the absence of the contract or agreement.

d. Discrimination

Any liability based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving non-employment related discrimination.

e. Dishonest, Criminal or Malicious Acts

Acts, errors, omissions or malpractice of any insured that are dishonest, criminal or malicious.

f. Employer's Liability

Injury, sickness or disease, including death, suffered by:

- (1) An employee of an insured sustained in the "workplace";
- (2) An employee of an insured arising out of the performance of duties re-

lated to the conduct of the insured's business; or

- (3) The spouse, child, parent, brother or sister of that employee as a consequence of (1) or (2) above.

This exclusion applies:

- (1) Whether an insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share "damages" with or repay someone else who must pay "damages" because of the injury, sickness or disease, including death.

g. Employment-Related Practices

Injury to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Other employment-related practices, policies, acts or omissions including but not limited to coercion, criticism, demotion, evaluation, failure to promote, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of injury to that person at whom any of the employment-related practices described in Paragraphs (1)(a), (b) or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (1)(a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share "damages" with or repay someone else who must pay "damages" because of the injury.

h. Nuclear

Any liability based upon, arising out of, directly or indirectly resulting from or in

consequence of, or in any way involving the hazardous properties, including radioactive, toxic or explosive properties, of any nuclear material. Nuclear material means any source material, special nuclear material, or by-product materials as those terms are defined under the Atomic Energy Act of 1954 or any amendments thereto.

i. Other Operations

"Damages" for which the insured may be held liable as a proprietor, superintendent, executive officer, stockholder or member of the board of directors, trustees or governors of any hospital, sanitarium, clinic with bed and board facilities, nursing home, laboratory or other business enterprise.

j. Pollutant

Loss, injury, cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release, escape or emission of "pollutants", including any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for "damages" because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

k. Sexual Molestation, Misconduct or Assault

Any claim made against an insured for any act of sexual molestation, sexual misconduct or sexual assault. However, we will defend any civil "suit" against an insured seeking "damages" which would be covered if this exclusion did not apply. In such case, we will pay only the fees, costs and expenses of such defense unless:

- (1) The insured is convicted of a criminal offense arising from the alleged act of sexual molestation, sexual misconduct or sexual assault;
- (2) The insured pleads guilty or no contest to a criminal charge or charges

arising from the alleged act of sexual molestation, sexual misconduct or sexual assault;

- (3) The insured admits to their personal participation in or condoning of the alleged act of sexual molestation, sexual misconduct or sexual assault; or
- (4) The insured's personal participation in or condoning of the alleged act of sexual molestation, sexual misconduct or sexual assault is determined to have occurred by a court of competent jurisdiction in a civil action,

at which point our duty to defend the insured or pay "damages" on behalf of the insured shall cease.

I. War

Injury, however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

m. Workers' Compensation and Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

3. Supplementary Payments - Coverage A.

We will pay with respect to any claim we investigate or settle or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
- c. The cost of bonds to release attachments but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

- d. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
- e. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

COVERAGE B. FIRST AID PAYMENTS

1. Insuring Agreement

- a. We will pay first aid expenses as described in Paragraph **b.** below that result from physical injury to a person that occurs immediately while an insured is physically rendering "professional services" to that person, provided that:

- (1) The injury takes place in the "coverage territory" and during the policy period;
- (2) The expenses are incurred and reported to us within one year of the date of the injury; and
- (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable Limits of Insurance. We will pay reasonable first aid expenses for:

- (1) First aid administered at the time of the injury;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

- c. We will make these payments only with your consent.

2. Exclusions

We will not pay for first aid expenses:

a. Excluded Under Coverage A.

Resulting from liability excluded under **COVERAGE A. PROFESSIONAL LIABILITY.**

b. First Aid Services Provided by You

Resulting from first aid services provided by you, any insured or anyone else you have contracted with to provide such services.

c. Workers' Compensation and Similar Laws

To a person, whether or not an employee of the insured, if benefits for the injury are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

d. Failure to Diagnose

Resulting from the failure to diagnose or treat any condition.

SECTION II - WHO IS AN INSURED

1. Each individual designated in the Who Is Covered Under This Insurance section of the Dentist's Professional Liability Coverage Part Declarations is an insured.
2. The following entities, if listed in the Who Is Covered Under This Insurance section of the Dentist's Professional Liability Coverage Part Declarations, are insured to the extent set forth below:
 - a. A partnership or joint venture, including its members or partners, but only with respect to the conduct of your business;
 - b. A limited liability company, including its members and managers. However:
 - (1) Members are insureds only with respect to the conduct of your business; and
 - (2) Managers are insureds only with respect to their duties as your managers; and
 - c. An organization other than a partnership, joint venture or limited liability company, including:
 - (1) Its executive officers and directors, but only with respect to their duties as your executive officers or directors; and
 - (2) Its stockholders, but only with respect to their liability as stockholders,

but only for the acts, errors, omissions or malpractice of others. However, none of the foregoing are insureds with respect to "professional services" they furnish or which are furnished by a person under their personal direction, control or supervision.

3. The legal representative of an insured who dies is an insured, but only with respect to duties as such. That representative will have all rights and duties under this Coverage Part.
4. The employees and "independent contractor" dental hygienists and dental assistants of those insureds described in Paragraphs 1. or 2. above, but only while acting within the scope of their duties as such and only with respect to "professional services" performed on behalf of an insured described in Paragraphs 1. or 2. above.

However, employed or "independent contractor" physicians, nurse anesthetists or dentists are not insureds.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Dentist's Professional Liability Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Claims made or "suits" brought; or
 - b. Persons or organizations making claims or bringing "suits".
2. Subject to 3. below, the Each Dental Incident Limit is the most we will pay for the sum of:
 - a. "Damages" under COVERAGE A; and
 - b. First Aid expenses under COVERAGE B; arising out of any one "dental incident".
3. The Aggregate Limit is the most we will pay for the sum of:
 - a. "Damages" under COVERAGE A; and
 - b. First Aid expenses under COVERAGE B; for all claims or "suits" to which this insurance applies.
4. Subject to 2. above, the First Aid Expenses Limit is the most we will pay under COVERAGE B. for all first aid expenses because of injury sustained by any one person.
5. The Limits of Insurance as described in Paragraphs 1., 2. and 3. of **SECTION III - LIMITS OF INSURANCE** apply separately to each insured. However, only one Each Dental Incident Limit and one Aggregate Limit shall apply collectively to all insureds described in **SECTION II - WHO IS AN INSURED**, Paragraph 2.
6. The Limits of Insurance of this Coverage Part apply separately to each "coverage term".

SECTION IV - CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of an insured or of an insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties in the Event of Dental Incident, Claim or Suit

a. You must see to it that we are notified promptly of every "dental incident" which may result in a claim. Notice should include:

(1) How, when and where the "dental incident" took place; and

(2) The names and addresses of any injured persons and witnesses.

b. If a claim is made or "suit" is brought against any insured, you must see to it that we receive prompt written notice of the claim or "suit".

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses, or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury, sickness or disease to which this insurance may also apply.

d. No insureds will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our written consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for "damages" from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for "damages" that are not payable

under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Liberalization

If, within 60 days prior to the beginning of this Coverage Part or during the "coverage term", we make any changes to any forms or endorsements of this Coverage Part for which there is currently no separate premium charge, and that change provides more coverage than this Coverage Part, the change will automatically apply to this insurance as of the latter of:

a. The date we implemented the change in your state; or

b. The date this insurance became effective; and

will be considered as included until the end of the current Policy Period. We will make no additional premium charge for this additional coverage during the interim.

5. Multi-Year Policies

If this Coverage Part is issued for more than one year, the premium shall be computed annually based on our rates or premiums in effect at each anniversary.

6. Other Insurance

This insurance is excess over, and shall not contribute with any other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Part.

7. Representations

By accepting this Coverage Part, you agree:

a. The statements in the Dentist's Professional Liability Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this Coverage Part in reliance upon your representations.

8. Separation of Insureds

Except with respect to any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each insured were the only insured; and

- b. Separately to each insured against whom claim is made or "suit" is brought.

9. **Transfer of Rights of Recovery Against Others to Us**

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

10. **When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

1. "Coverage term" means the following individual increment, or if a multi-year policy period, increments, of time, which comprise the policy period of this Coverage Part:
 - a. The year commencing on the Effective Date of this Coverage Part at 12:01 AM standard time at your mailing address shown in the Declarations, and if a multi-year policy period, each consecutive annual period thereafter, or portion thereof if any period is for a period of less than 12 months, constitute individual "coverage terms". The last "coverage term" ends at 12:00 AM standard time at your mailing address shown in the Declarations on the earlier of:
 - (1) The date the policy period shown in the Declarations ends; or
 - (2) The day the policy to which this Coverage Part is attached is terminated or cancelled.
 - b. However, if after the issuance of this Coverage Part, any "coverage term" is extended for an additional period of less than 12 months, that additional period of time will be deemed to be part of the last preceding "coverage term".
2. "Coverage territory" means anywhere in the world provided the original claim or "suit" for such "damages" or first aid expenses is brought within the United States of America, its territories or possessions, Puerto Rico or Canada.
3. "Damages" means monetary compensation payable because of an injury, sickness or dis-

ease, including death, to which this insurance applies.

4. "Dental incident":

- a. Means any act, error, omission or malpractice arising out of the providing of or failing to provide "professional services" by:
 - (1) An insured;
 - (2) An employee of an insured;
 - (3) Any person acting under an insured's personal direction, control or supervision;
 - (4) Any person for whose acts an insured is legally liable; or
 - (5) An insured while acting as an instructor of dentistry or as a member of a formal dental accreditation, standards review or similar professional board or committee; and
 - b. Shall include all related "dental incidents" arising out of the:
 - (1) Providing of or failing to provide "professional services" to any one person; or
 - (2) Acting as:
 - (a) An instructor of dentistry; or
 - (b) A member of a formal dental accreditation, standards review or similar professional board or committee in connection with a single person or organization,as one "dental incident" regardless of the time frame over which such "dental incidents" occur.
5. "Independent contractor" means a natural person who provides "professional services" on your behalf.
 6. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, petroleum, petroleum products and petroleum by-products, and waste. Waste includes materials to be recycled, reconditioned or reclaimed. "Pollutants" include but are not limited to substances which are generally recognized in industry or government to be harmful or toxic to persons, property or the environment regardless of whether the injury or damage is caused directly or indirectly by the "pollutants" and whether:
 - a. The insured is regularly or otherwise engaged in activities which taint or degrade the environment; or

- b.** The insured uses, generates or produces the "pollutant".
- 7.** "Profession" or "Professional services" means the practice of:
 - a.** Dentistry by a duly licensed dentist;
 - b.** Dental hygiene by a duly licensed dental hygienist; or
 - c.** Dental assisting by a duly licensed dental assistant,as prescribed by the applicable statutes and licensing laws of the jurisdictions which the insured practices.
- 8.** "Suit" means a civil proceeding in which "damages" to which this insurance applies are alleged. "Suit" includes:
 - a.** An arbitration proceeding in which "damages" are claimed and to which the insured must submit or does submit with our consent;
 - b.** Any other alternative dispute resolution proceeding in which such "damages" are claimed and to which the insured submits with our consent; or
 - c.** An appeal of a civil proceeding.
- 9.** "Workplace" means that place and during such hours to which the employee sustaining injury was assigned by you, or any other person or entity acting on your behalf, to work on the date the injury was suffered.

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COSMETOLOGY OR BARBERING SCHOOL PROFESSIONAL LIABILITY COVERAGE FORM

Various provisions in this Coverage Part restrict coverage. Read the entire Coverage Part carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Part the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this Coverage Part. The words "we", "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II - WHO IS AN INSURED**.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION V - DEFINITIONS**.

SECTION I - COVERAGE

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "professional liability" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "professional liability" to which this insurance does not apply. We may, at our discretion, investigate any "professional incident" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in **SECTION III - LIMITS OF INSURANCE**; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless expressly provided for under **SECTION I - COVERAGE, 3. Supplementary Payments**.

- b. This insurance applies to "professional liability" only if:
 - (1) The "professional liability" is caused by a "professional incident" that takes place in the "coverage territory"; and
 - (2) The "professional liability" occurs during the policy period.

- c. Damages because of "professional liability" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "professional liability".

2. Exclusions

This insurance does not apply to:

a. Abuse or Molestation

Any liability based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any actual, alleged or threatened abuse or molestation of any person.

b. Aircraft, Auto or Watercraft

Injury arising out of the ownership, maintenance, operation, use, entrustment, loading or unloading of any motor vehicle, trailer, watercraft, or aircraft.

c. Asbestos

Injury arising out of, attributable to, or any way related to asbestos in any form or transmitted in any manner.

d. Bodily Injury, Property Damage or Personal and Advertising Injury

"Bodily injury", "property damage" or "personal and advertising injury", unless arising from a "professional incident".

e. Contractual Liability

Any obligation or liability of others assumed by an insured under any contract or agreement, either oral or written, except to the extent the insured would have been liable in the absence of the contract or agreement.

f. Dishonest, Criminal or Malicious Acts

Acts, errors or omissions of any insured that are dishonest, criminal or malicious.

g. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured sustained in the "workplace";
- (2) An "employee" of the insured arising out of the performance of duties related to the conduct of the insured's business; or

- (3) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraphs (1) or (2) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

h. Employment-Related Practices

Injury to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Other employment-related practices, policies, acts or omissions including but not limited to coercion, criticism, demotion, evaluation, failure to promote, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of injury to that person at whom any of the employment-related practices described in Paragraphs (1)(a), (b) or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (1)(a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

i. Excluded Products and Services

Any liability arising out of:

- (1) Services rendered or preparations, products, apparatus, or equipment rendered or used in violation of fed-

eral, state, municipal or other laws or regulations.

- (2) Plastic surgery, or removal of warts, moles or other growths.
- (3) The ownership, maintenance, operation or use of any apparatus using x-rays or other ionizing radiation for removal of hair, or any apparatus using a photo coagulation technique for removing of hair.
- (4) Weight reducing treatments, body massage, other than facial or scalp massage, steam baths, saunas, body wrapping, or tanning of human skin, whether by natural or artificial means.
- (5) The use, administration or application of any dye or coloring to eyelashes or eyebrows other than that specifically manufactured for such use.
- (6) Preparation for, or use, administration or application of, or removal of any form of permanent cosmetic makeup including but not limited to micro pigment implantation and tattooing.
- (7) The application of chemicals to the skin which is intended to remove living tissues (skin peeling).
- (8) The piercing of any part of the human body.
- (9) The implantation or transplantation of hair.

j. Expected or Intended Injury

"Professional liability" which may reasonably be expected to result from the intentional or criminal acts of an insured or which is in fact expected or intended by the insured, even if the injury or damage is of a different degree or type than actually expected or intended.

k. Nuclear

Any liability based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving the hazardous properties, including radioactive, toxic or explosive properties, of any nuclear material. Nuclear material means any source material, special nuclear material, or by-product materials as those terms are defined under the Atomic Energy Act of 1954 or any amendments thereto.

l. Pollutant

Injury arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release, escape or emission of "pollutants" at any time.

m. Pollutant-Related

Any loss, cost or expense arising out of any:

- a.** Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- b.** Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

n. Private Label Products

Any liability arising out of the goods or products manufactured, bottled, rebottled, packaged or repackaged by the insured or sold under the insured's label.

o. War

Injury, however caused, arising, directly or indirectly, out of:

- (1)** War, including undeclared or civil war;
- (2)** Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3)** Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Workers' Compensation and Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

3. Supplementary Payments

We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a.** All expenses we incur.

- b.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the "claim" or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- c.** All court costs taxed against the insured in the "suit". However, the payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
- d.** Prejudgment interest awarded against the insured on that part of the judgment we become obligated to pay and which falls within the applicable limit of insurance. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest that is based on the period of time after the offer.
- e.** All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited with the court the part of the judgment that is within the applicable limit of insurance.
- f.** Expenses incurred by the insured for first aid administered to others at the time of any "professional incident", for "professional liability" to which this insurance applies.
- g.** The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

These payments will not reduce the limits of insurance.

SECTION II - WHO IS AN INSURED

1 If you are designated in the Declarations as:

- a.** An Individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b.** A partnership or joint venture, you are an insured. Your members and your partners and their spouses are also insureds, but only with respect to the conduct of your business.
- c.** A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d.** An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only

- with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Each of the following is also an insured:
- a. Your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.
 - b. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
 - c. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
 - d. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - (1) Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
 - (2) Coverage does not apply to "professional liability" that occurred before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

- 1. The Limits of Insurance shown in the Declarations and the rules below determine the most we will pay regardless of the number of:
 - a. Insureds;

- b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 - 2. The most we will pay for the sum of all damages because of "professional liability" arising out of any one "professional incident" is the amount shown under the Each Professional Incident Limit shown in the Declarations.
 - 3. The Professional Liability Aggregate Limit shown in the Declarations is the most we will pay for all damages because of "professional liability".

The Limits of Insurance of this Coverage Part apply separately to each "coverage term".

SECTION IV - CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties in the Event of a Professional Incident, Claim or Suit

- a. You must promptly notify us of a "professional incident" which may result in a claim. Notice should include:
 - (1) How, when and where the "professional incident" took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "professional incident".
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

- d. No insured will, except at the insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

This Condition applies to each and every claim or "suit", irrespective of the dollar amount.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured, or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Liberalization

If, within 60 days prior to the beginning of this Coverage Part or during the policy period, we make any changes to any forms or endorsements of this Coverage Part for which there is currently no separate premium charge, and that change provides more coverage than this Coverage Part, the change will automatically apply to this Coverage Part as of the latter of:

- a. The date we implemented the change in your state; or
- b. The date this Coverage Part became effective; and

will be considered as included until the end of the current policy period. We will make no additional premium charge for this additional coverage during the interim.

5. Multi-Year Policies

If this Coverage Part is issued for more than one year, the premium shall be computed annually based on our rates or premiums in effect at each anniversary.

6. Other Insurance

This insurance is excess over, and shall not contribute with any other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Part.

7. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If:
- (1) The earned premium is less than the deposit premium, we will return the excess to the first Named Insured; or
- (2) The earned premium is greater than the deposit premium, the difference will be due and payable to us by the first Named Insured upon notice from us.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

8. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

9. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

10. Transfer of Rights of Recovery Against Other to Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

11. Two or More Coverage Forms or Policies Issued by Us

If this Coverage Part or any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same claim, the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Part.

12. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

1. "Advertisement" means a notice that is broadcast, telecast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. "Advertisement" includes a publicity article. For purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an "advertisement".
2. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
3. "Coverage term" means the following individual increment, or if a multi-year policy period, increments, of time, which comprise the policy period of this Coverage Part:
 - a. The year commencing on the Effective Date of this Coverage Part at 12:01 AM

standard time at your mailing address shown in the Declarations, and if a multi-year policy period, each consecutive annual period thereafter, or portion thereof if any period is for a period of less than 12 months, constitute individual "coverage terms". The last "coverage term" ends at 12:00 AM standard time at your mailing address shown in the Declarations on the earlier of:

- (1) The day the policy period shown in the Declarations ends; or
 - (2) The day the policy to which this Coverage Part is attached is terminated or cancelled.
- b. However, if after the issuance of this Coverage Part, any "coverage term" is extended for an additional period of less than 12 months, that additional period of time will be deemed to be part of the last preceding "coverage term".
4. "Coverage territory" means the United States of America including its territories and possessions, Puerto Rico and Canada.
 5. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
 6. "Employee" includes:
 - a. A "leased worker"; and
 - b. Your students, but only while providing "professional services" on your behalf.However, "employee" does not include a "temporary worker".
 7. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws, articles of incorporation or any other similar governing document.
 8. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" includes supervisors furnished to you by the labor leasing firm. "Leased worker" does not include a "temporary worker".
 9. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
 - f. The use of another's advertising idea in your "advertisement"; or
 - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".
- 10.** "Pollutant" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, petroleum, petroleum products and petroleum by-products, and waste. Waste includes materials to be recycled, reconditioned or reclaimed. "Pollutants" include but are not limited to substances which are generally recognized in industry or government to be harmful or toxic to persons, property or the environment regardless of whether the injury or damage is caused directly or indirectly by the "pollutants" and whether:
- a. The insured is regularly or otherwise engaged in activities which taint or degrade the environment; or
 - b. The insured uses, generates or produces the "pollutant".
- 11.** "Professional incident" means a negligent act, error, omission, or malpractice in furnishing or failing to furnish "professional services" as a licensed instructor of barbering or cosmetology or as a student operating under the direction and supervision of the aforementioned licensed instructors. All related negligent acts, errors, omissions or malpractice in furnishing or failing to furnish "professional services" by those persons described above shall be deemed one "professional incident".
- 12.** "Professional liability" means injury arising from a "professional incident".
- 13.** "Professional services" means only those services legally sanctioned by the barbering and cosmetology licensing laws or the regulations of the jurisdiction in which the insured operates, including service as a member or director of a formal accreditation, standards review or similar professional board or committee, unless otherwise excluded under this Coverage Part.
- 14.** "Property damage" means:
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the incident that caused it.
- For the purposes of this insurance, "electronic data" is not tangible property.
- 15.** "Suit" means a civil proceeding in which money damages because of "professional liability" to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent.
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or
 - 3. An appeal of a civil proceeding.
- 16.** "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- 17.** "Workplace" means that place and during such hours to which the "employee" sustaining "bodily injury" was assigned by you, or any other person or entity acting on your behalf, to work on the date of injury.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEPARTMENT OF PROFESSIONAL REGULATION (DPR) COVERAGE

This endorsement modifies insurance provided under the following:

DENTIST'S PROFESSIONAL LIABILITY OCCURRENCE COVERAGE FORM

Schedule Limits of Insurance

Each Investigation	<u>\$ 25,000</u>
Aggregate	<u>\$ 75,000</u>

- A. SECTION I - COVERAGES** is amended to include the following:

COVERAGE C. DEPARTMENT OF PROFESSIONAL REGULATION (DPR) INVESTIGATIONS

1. Insuring Agreement

- a.** We will pay "investigation expenses" incurred by an insured who becomes the subject of a Department of Professional Regulation (DPR), or a similar state regulatory board, investigation. However, the amount we will pay for "investigation expenses" is limited as described in Section **B.** of this endorsement.
- b.** This insurance applies to an investigation, as described in Paragraph **1.a.** above, only if the investigation is commenced:
 - (1)** Due to a "dental incident" that is insured under **COVERAGE A. PROFESSIONAL LIABILITY** of this Coverage Part; and
 - (2)** During the "coverage term".

No other obligation or liability to pay sums or perform acts or services is covered.

2. Exclusions

This insurance does not apply to "investigation expenses" incurred:

a. Medicare or Medicaid

To defend an insured for any issues related to Medicare and / or Medicaid billing, including, but not limited to, allegations of billing errors or fraudulent billing.

- b. Suspension or Revocation of License**

Due to the suspension or revocation of an insured's license.

- B. SECTION III - LIMITS OF INSURANCE** is deleted in its entirety and replaced by the following with respect only to the insurance coverage afforded under this endorsement:

- 1.** The Limits of Insurance shown in the Schedule of this endorsement and the rules below fix the most we will pay regardless of the number of:
 - a.** Insureds;
 - b.** Investigations commenced; or
 - c.** Persons or organizations commencing investigations.
- 2.** Subject to **3.** below, the Each Investigation Limit is the most we will pay for the sum of "investigation expenses" under **COVERAGE C.** arising out of any one investigation.
- 3.** The Aggregate Limit is the most we will pay for the sum of "investigation expenses" under **COVERAGE C.** for all investigations to which this insurance applies.

The Limits of Insurance provided under this endorsement apply separately to each "coverage term".

- C. SECTION IV - CONDITIONS** is amended to include the following:

Duties in the Event of a Department of Professional Regulation (DPR) Investigation

You, and any other involved insured, must see to it that we receive written notice of any DPR investigation within 30 days after you, or

any other insured, have received notice of a DPR investigation.

D. SECTION V - DEFINITIONS is amended to include the following:

"Investigation expenses" means:

- a.** Reasonable fees, costs and expenses charged by attorneys or arbitrators retained or approved by us for a Department of Professional Regulation (DPR), or similar state regulatory board, investigation brought against an insured;
- b.** All other reasonable and necessary fees, costs and expenses resulting from the investigation; and
- c.** Up to \$500 per day for actual loss of earnings suffered by the insured under investigation because of time off from work while attending a Department of Professional Regulation (DPR), or similar state regulatory board, hearing.

"Investigation expenses" shall not include:

- (1)** Payments made under **SECTION I - COVERAGES, COVERAGE A., Paragraph 3. Supplementary Payments - Coverage A.**;
- (2)** Salary charges of regular "employees" or officials of ours or fees and expenses of independent adjusters;
- (3)** Salaries, loss of earnings, reimbursement for the insured's time or attendance required in any investigation except as provided in Paragraph **c.** above;
- (4)** Other remuneration by or to any insured; or
- (5)** Fines or penalties resulting from a Department of Professional Regulation (DPR), or similar state regulatory board, investigation.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MEDICAL WASTE DEFENSE EXPENSES REIMBURSEMENT COVERAGE

This endorsement modifies insurance provided under the following:

DENTIST'S PROFESSIONAL LIABILITY OCCURRENCE COVERAGE FORM

SCHEDULE

Limit of Insurance: \$50,000 "Defense Expenses"

- A. SECTION I - COVERAGES** is amended to include the following:

COVERAGE D. MEDICAL WASTE DEFENSE EXPENSES REIMBURSEMENT

1. Insuring Agreement

We will reimburse you for the "defense expenses" you incur as a result of a "civil suit" alleging you violated a law or regulation governing the disposal of medical waste. This coverage applies only to a "civil suit" which is brought against you during the policy period. We have no right or duty to defend you for any such "civil suit".

No other obligation or liability to pay sums or perform acts or services is covered.

2. Exclusions

This insurance does not apply to:

- a.** Any incident that is insured under another provision which forms a part of this policy or any other policy in which it is more specifically described.
- b.** A "civil suit" arising from any incident that took place prior to the effective date of this policy.

- B. SECTION III - LIMITS OF INSURANCE** is deleted in its entirety and replaced by the following with respect only to the insurance coverage afforded under this endorsement:

- 1.** The Limit of Insurance stated in the Schedule of this endorsement and the rules below fix the most we will pay regardless of the number of:
 - a.** Insureds;

b. "Civil suits" brought; or

c. Persons or organizations bringing "civil suits".

- 2.** The "Defense Expenses" Limit of Insurance stated in the Schedule of this endorsement is the most we will reimburse for the sum of all "civil suits" to which this insurance applies.
- 3.** The Limit of Insurance provided under this endorsement applies separately to each "coverage term".

- C. SECTION IV - CONDITIONS** is amended to include the following:

Duties in the Event of Civil Suit

You must see to it that we are notified in writing as soon as practicable that a "civil suit" to which this insurance applies has been brought against you. Notice should include:

- a.** How, when and where the incident that resulted in a "civil suit" took place; and
- b.** Copies of notices or other legal papers received in connection with the "civil suit".

- D. SECTION V - DEFINITIONS** is amended to include:

- 1.** "Civil suit" means a civil proceeding brought against you by a federal or state environmental protection agency to which this insurance applies.
- 2.** "Defense expenses" means necessary and reasonable legal fees, costs and expenses incurred by you as a result of an investigation, defense and appeal of a "civil suit". "Defense expenses" shall not include your remuneration or overhead expenses.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ELECTROLYSIS COVERAGE

This endorsement modifies insurance provided under the following:

COSMETOLOGISTS AND BARBERS PROFESSIONAL LIABILITY COVERAGE PART
COSMETOLOGY OR BARBERING SCHOOL PROFESSIONAL LIABILITY COVERAGE PART

SECTION I - COVERAGE, Paragraph **2. Exclusions** is amended as follows:

Exclusion **i(3)** does not apply to the removal of hair via electrolysis.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**STATE BOARD OF VETERINARY MEDICAL EXAMINERS
(SBVME)
SUPPLEMENTARY PAYMENTS COVERAGE**

This endorsement modifies insurance provided under the following:

ANIMAL SERVICES PROFESSIONAL LIABILITY COVERAGE FORM

SECTION I - COVERAGE, Paragraph **3. Supplementary Payments** is amended to include the following:

We will pay the reasonable fees, costs and expenses incurred with our prior written consent to defend any insured who becomes the subject of a State Board of Veterinary Medical Examiners (SBVME), or a similar state regulatory board, investigation first commenced during the "coverage term" resulting from a "professional incident" insured under this Coverage Part. We will also pay the insured's actual loss of earnings up to \$500 per day because of time off work while attending the SBVME or similar state regulatory board hearing regarding the insured. However, we will not pay for loss of earnings, fees, costs or expenses incurred to defend an insured for any issues related to billing errors or fraudulent billing. We will not pay any fines, penalties or compensation you may be required to pay as a result of the investigation, nor will we pay any loss of earnings due to suspension or revocation of license.

The most we will pay in each "coverage term" for all investigations, including any appeals, regardless of the number of insureds or investigations is \$10,000.

You must see to it that we receive written notice of any SBVME investigation within 30 days after you have received notice of a SBVME investigation.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - BUSINESS ENTITY PROFESSIONAL LIABILITY COVERAGE (COVERAGE B)

This endorsement modifies insurance provided under the following:

MEDICAL ARTS PRACTITIONER PROFESSIONAL LIABILITY COVERAGE PART

Paragraph 2. of **SECTION I - COVERAGES, Coverage B - Insuring Agreement - Business Entity Professional Liability** does not apply and none of the references to it in the Coverage Part apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OPTOMETRISTS AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

MEDICAL ARTS PRACTITIONER PROFESSIONAL LIABILITY COVERAGE PART

SECTION I - COVERAGES, Paragraph **3. Exclusions** is amended to include the following:

Products Liability

Injury arising out of:

- (1)** The production or reproduction of ophthalmic lenses and related products, including the mounting of such lenses into frames;
- (2)** The fitting of ophthalmic lenses to the eyes; or
- (3)** The preparing, selling, handling or distributing of optical goods or products in connection with your practice of optometry.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLOOD BANK PROFESSIONAL LIABILITY ENDORSEMENT

This endorsement modifies insurance provided under the following:

MEDICAL INSTITUTION PROFESSIONAL LIABILITY COVERAGE PART

SECTION V - DEFINITIONS, Definition **9**. "Medical incident" is deleted in its entirety and replaced by the following:

- 9.** "Medical incident" means any act or omission arising out of:
- a.** The providing of or failure to provide professional healthcare services in connection with the making of a blood donation;
 - b.** The handling or distribution of any blood products; or
 - c.** Any representation or warranty made at any time with respect to any blood product.

Any such act or omission together with all related acts or omissions in the furnishing of such services to any one person shall be considered one "medical incident".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DIAGNOSTIC TESTING LABORATORY PROFESSIONAL LIABILITY ENDORSEMENT

This endorsement modifies insurance provided under the following:

MEDICAL INSTITUTION PROFESSIONAL LIABILITY COVERAGE PART

I. SECTION I - COVERAGE, Paragraph **2. Exclusions** is amended to include the following:

A. Liability Arising Out of Acts or Omissions as Doctor of Medicine

Injury arising out of an insured's liability for his or her acts or omissions as a doctor of medicine.

B. Therapeutic Treatment

Injury arising out of any therapeutic treatment rendered by or at the direction of any insured.

II. SECTION V - DEFINITIONS is amended as follows:

Definition **9**. "Medical incident" is deleted in its entirety and replaced by the following:

9. "Medical incident" means any act or omission in the providing of or failure to provide professional diagnostic testing services:

- a.** In the performance of clinical-pathological examinations and services for diagnosing the status of health, disease or injury of human beings or animals; or
- b.** In the taking of diagnostic tests and subsequent reporting of or reliance upon the results of such tests.

Any such act or omission together with all related acts or omissions in the furnishing of such services to any one person shall be considered one "medical incident".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIOR ACTS COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

ANIMAL SERVICES PROFESSIONAL LIABILITY COVERAGE FORM
CLERGY / COUNSELORS PROFESSIONAL LIABILITY COVERAGE FORM
MISCELLANEOUS PROFESSIONAL LIABILITY COVERAGE FORM

Schedule				
Name	Retroactive Date	Effective Date	Limits of Insurance	Premium
			Each Dental Incident Limit \$ _____	
			Aggregate Limit \$ _____	\$ _____
			Each Dental Incident Limit \$ _____	
			Aggregate Limit \$ _____	\$ _____
			Each Dental Incident Limit \$ _____	
			Aggregate Limit \$ _____	\$ _____
			Each Dental Incident Limit \$ _____	
			Aggregate Limit \$ _____	\$ _____

- I. **SECTION I - COVERAGE** is amended as follows, but with respect only to the insurance coverage provided under this endorsement:

- A. Paragraph 1. **Insuring Agreement** is deleted in its entirety and replaced by the following:

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of a "claim" due to injury caused by a "professional incident". We will have the right and duty to defend the insured against any "suit"

seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any "professional incident" and settle any "claim" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section II. of this endorsement; and
- (2) Our right and duty to defend ends when we have used up

the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless expressly provided for under **SECTION I - COVERAGE**, Paragraph **3. Supplementary Payments**.

- b. This insurance applies to all "claims" covered hereunder only if:
 - (1) The "professional incident" takes place in the "coverage territory";
 - (2) A "claim" arises from both:
 - (a) A "professional incident" that took place on or after the Retroactive Date shown in the Schedule of this endorsement and prior to the Effective Date shown in the Schedule of this endorsement; and
 - (b) An injury resulting from the "professional incident" referenced in (a) above that occurred on or after the Retroactive Date shown in the Schedule of this endorsement and prior to the Effective Date shown in the Schedule of this endorsement; and
 - (3) Is first made against any insured on or after the Effective Date shown in the Schedule of this endorsement and in accordance with Paragraph **c.** below during the policy period.
- c. A "claim" for injury shall be considered as being first made at the earlier of the following times:
 - (1) When notice of such "claim" is received and recorded by any insured, by any insured's prior insurer, or by us, whichever comes first; or
 - (2) When notice of specific circumstances involving a particular person which may result in a "claim" is received by any insured's prior insurer or by us, whichever comes first.
- d. All "claims" for damages because of injury caused by a "professional incident" to the same person will

be deemed to have been made at the time the first of those "claims" is made.

- e. This insurance shall apply ad infinitum.

- B. Paragraph **2. Exclusions** is amended to include the following:

This insurance does not apply to:

- 1. **Prior to Retroactive Date**

"Professional incidents" occurring prior to the Retroactive Date stated in the Schedule of this endorsement.

- 2. **Prior Known Professional Incidents**

"Professional incidents" occurring on or after the Retroactive Date stated in the Schedule of this endorsement if, on or before the Effective Date stated in the Schedule of this endorsement, the insured knew or had been told that it would result in a "claim".

- II. **SECTION III - LIMITS OF INSURANCE** is deleted in its entirety and replaced by the following, but with respect only to the insurance coverage provided under this endorsement:

- 1. The Limits of Insurance shown in the Schedule of this endorsement and the rules below fix the most we will pay regardless of the number of:
 - a. "Claims" made or "suits" brought; or
 - b. Persons or organizations making "claims" or bringing "suits".
 - 2. Subject to **3.** below, the Each Incident Limit is the most we will pay for the sum of all damages arising out of any one "professional incident".
 - 3. The Aggregate Limit is the most we will pay for the sum of all damages for all "claims" to which this insurance applies.
 - 4. The Limits of Insurance as described in Paragraphs **1.**, **2.** and **3.** above apply separately to each insured listed by name in this endorsement.

The Limits of Insurance shown in the Schedule of this endorsement shall not operate to increase the Limits of Insurance set forth in the Declarations of the Coverage Part to which this endorsement is attached.

- III. **SECTION V - DEFINITIONS** is amended to include the following defined term with respect only to the insurance coverage afforded under this endorsement:

"Claim" means:

- a.** The receipt of a demand, other than a "suit", for damages which alleges a "professional incident";
 - b.** A "professional incident" which you report to us during the policy period which might result in a "claim"; or
 - c.** A "suit" that is brought.
- IV.** Nothing contained herein shall be held to vary, waive or extend any of the terms, conditions, provisions, agreements or limitations of this policy other than as stated above.

Upon acceptance of coverage provided by this endorsement, it is understood and agreed that the premium will be fully earned and not subject to the cancellation provisions of this policy.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIOR ACTS COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COSMETOLOGISTS AND BARBERS PROFESSIONAL LIABILITY COVERAGE FORM
COSMETOLOGY OR BARBERING SCHOOL PROFESSIONAL LIABILITY COVERAGE FORM

SCHEDULE

Retroactive Date	Effective Date	Limits of Insurance	Premium
		Each Incident: \$ _____	\$ _____
		Aggregate: \$ _____	

- I. **SECTION I - COVERAGE** is amended as follows, but with respect only to the insurance coverage provided under this endorsement:

A. Paragraph 1. **Insuring Agreement** is deleted in its entirety and replaced by the following:

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of a "claim" due to "professional liability". We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any "professional incident" and settle any "claim" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section II. of this endorsement; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless expressly provided for under **SECTION I - COVERAGE**, Paragraph 3. **Supplementary Payments**.

- b. This insurance applies to all "claims" covered hereunder only if:

(1) The "professional incident" takes place in the "coverage territory";

(2) A "claim" arises from both:

(a) A "professional incident" that took place on or after the Retroactive Date shown in the Schedule of this endorsement and prior to the Effective Date shown in the Schedule of this endorsement; and

(b) An injury resulting from the "professional incident" referenced in (a) above that occurred on or after the Retroactive Date shown in the Schedule of this endorsement and prior to the Effective Date shown in the Schedule of this endorsement; and

(3) Is first made against any insured on or after the Effective Date shown in the Schedule of this endorsement and in accordance with Paragraph c. below during the policy period.

- c. A "claim" for "professional liability" shall be considered as being first made at the earlier of the following times:

(1) When notice of such "claim" is received and recorded by any

insured, by any insured's prior insurer, or by us, whichever comes first; or

- (2) When notice of specific circumstances involving a particular person which may result in a "claim" is received by any insured's prior insurer or by us, whichever comes first.

d. All "claims" for damages because of "professional liability" to the same person will be deemed to have been made at the time the first of those "claims" is made.

e. This insurance shall apply ad infinitum.

- B. Paragraph 2. Exclusions** is amended to include the following:

This insurance does not apply to:

1. Prior to Retroactive Date

"Professional incidents" occurring prior to the Retroactive Date stated in the Schedule of this endorsement.

2. Prior Known Professional Incidents

"Professional incidents" occurring on or after the Retroactive Date stated in the Schedule of this endorsement if, on or before the Effective Date stated in the Schedule of this endorsement, the insured knew or had been told that it would result in a "claim".

- II. SECTION III - LIMITS OF INSURANCE** is deleted in its entirety and replaced by the following, but with respect only to the insurance coverage provided under this endorsement:

1. The Limits of Insurance shown in the Schedule of this endorsement and the rules

below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. "Claims" made or "suits" brought; or
- c. Persons or organizations making "claims" or bringing "suits".

2. Subject to 3. below, the Each Incident Limit is the most we will pay for the sum of all damages arising out of any one "professional incident".

3. The Aggregate Limit is the most we will pay for the sum of all damages for all "claims" to which this insurance applies.

The Limits of Insurance shown in the Schedule of this endorsement shall not operate to increase the Limits of Insurance set forth in the Declarations of the Coverage Part to which this endorsement is attached.

- III. SECTION V - DEFINITIONS** is amended to include the following defined term with respect only to the insurance coverage afforded under this endorsement:

"Claim" means:

- a. The receipt of a demand, other than a "suit", for damages which alleges a "professional incident";
- b. A "professional incident" which you report to us during the policy period which might result in a "claim"; or
- c. A "suit" that is brought.

- IV.** Nothing contained herein shall be held to vary, waive or extend any of the terms, conditions, provisions, agreements or limitations of this policy other than as stated above.

Upon acceptance of coverage provided by this endorsement, it is understood and agreed that the premium will be fully earned and not subject to the cancellation provisions of this policy.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIOR ACTS COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COUNTY RECORDER AND / OR COUNTY CLERK'S ERRORS AND OMISSIONS INSURANCE
COVERAGE FORM
TEACHER'S PROFESSIONAL LIABILITY COVERAGE FORM

SCHEDULE

Retroactive Date	Effective Date	Limits of Insurance	Premium
		Each Claim: \$ _____	\$ _____
		Aggregate: \$ _____	

I. **SECTION I - COVERAGE** is amended as follows, but with respect only to the insurance coverage provided under this endorsement:

A. Paragraph 1. **Insuring Agreement** is deleted in its entirety and replaced by the following:

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of a "claim" due to "interrelated injury". We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any incident that may lead to a "claim" and settle any "claim" that may result, But:

- (1) The amount we will pay for damages is limited as described in Section II. of this endorsement; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless expressly provided for under **SECTION I - COVERAGE**, Paragraph 3. **Supplementary Payments**.

b. This insurance applies to all "claims" covered hereunder only if:

- (1) The "interrelated injury" takes place in the "coverage territory";
- (2) A "claim" arises from "interrelated injury" that took place on or after the Retroactive Date shown in the Schedule of this endorsement and prior to the Effective Date shown in the Schedule of this endorsement; and
- (3) Is first made against any insured on or after the Effective Date shown in the Schedule of this endorsement and in accordance with Paragraph c. below during the policy period.

c. A "claim" for "interrelated injury" shall be considered as being first made at the earlier of the following times:

- (1) When notice of such "claim" is received and recorded by any insured, by any insured's prior insurer, or by us, whichever comes first; or
- (2) When notice of specific circumstances involving a particular person which may result in a "claim" is received by any insured's prior insurer or by us, whichever comes first.

d. All "claims" for damages because an "interrelated injury" will be

deemed to have been made at the time the first of those "claims" is made.

- e. This insurance shall apply ad infinitum.

B. Paragraph 2. Exclusions is amended to include the following:

This insurance does not apply to:

1. Prior to Retroactive Date

"Interrelated injury" occurring prior to the Retroactive Date stated in the Schedule of this endorsement.

2. Prior Known Interrelated Injury

"Interrelated injury" occurring on or after the Retroactive Date stated in the Schedule of this endorsement if, on or before the Effective Date stated in the Schedule of this endorsement, the insured knew or had been told that it would result in a "claim".

II. SECTION III - LIMITS OF INSURANCE is deleted in its entirety and replaced by the following, but with respect only to the insurance coverage provided under this endorsement:

1. The Limits of Insurance shown in the Schedule of this endorsement and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. "Claims" made or "suits" brought; or

- c. Persons or organizations making "claims" or bringing "suits".

2. Subject to 3. below, the Each Claim Limit is the most we will pay for the sum of all damages arising out of "interrelated injury".
3. The Aggregate Limit is the most we will pay for the sum of all damages for all "claims" to which this insurance applies.

The Limits of Insurance shown in the Schedule of this endorsement shall not operate to increase the Limits of Insurance set forth in the Declarations of the Coverage Part to which this endorsement is attached.

III. SECTION V - DEFINITIONS is amended to include the following defined term with respect only to the insurance coverage afforded under this endorsement:

"Claim" means:

- a. The receipt of a demand, other than a "suit", for damages which alleges injury to which this insurance applies;
- b. An incident or circumstance which you report to us during the policy period which might result in a "claim"; or
- c. A "suit" that is brought.

IV. Nothing contained herein shall be held to vary, waive or extend any of the terms, conditions, provisions, agreements or limitations of this policy other than as stated above.

Upon acceptance of coverage provided by this endorsement, it is understood and agreed that the premium will be fully earned and not subject to the cancellation provisions of this policy.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIOR ACTS COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

EMERGENCY MEDICAL TECHNICIAN PROFESSIONAL LIABILITY COVERAGE FORM

		SCHEDULE		
Retroactive Date	Effective Date		Limits of Insurance	Premium
		Each Incident:	\$ _____	\$ _____
		Aggregate:	\$ _____	

I. **SECTION I - COVERAGE** is amended as follows, but with respect only to the insurance coverage provided under this endorsement:

A. Paragraph 1. **Insuring Agreement** is deleted in its entirety and replaced by the following:

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as "damages" because of a "claim" due to injury caused by a "professional incident". We will have the right and duty to defend the insured against any "suit" seeking those "damages". However, we will have no duty to defend the insured against any "suit" seeking "damages" to which this insurance does not apply. We may, at our discretion, investigate any "professional incident" and settle any "claim" that may result. But:

(1) The amount we will pay for "damages" is limited as described in Section II. of this endorsement; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless expressly provided for under **SECTION I - COVERAGE**, Paragraph 3. **Supplementary Payments**.

b. This insurance applies to all "claims" covered hereunder only if:

(1) The "professional incident" takes place in the "coverage territory";

(2) A "claim" arises from both:

(a) A "professional incident" that took place on or after the Retroactive Date shown in the Schedule of this endorsement and prior to the Effective Date shown in the Schedule of this endorsement; and

(b) An injury resulting from the "professional incident" referenced in (a) above that occurred on or after the Retroactive Date shown in the Schedule of this endorsement and prior to the Effective Date shown in the Schedule of this endorsement; and

(3) Is first made against any insured on or after the Effective Date shown in the Schedule of this endorsement and in accordance with Paragraph c. below during the policy period.

c. A "claim" for injury shall be considered as being first made at the earlier of the following times:

(1) When notice of such "claim" is received and recorded by any insured, by any insured's prior

insurer, or by us, whichever comes first; or

- (2) When notice of specific circumstances involving a particular person which may result in a "claim" is received by any insured's prior insurer or by us, whichever comes first.

- d. All "claims" for "damages" because of injury caused by a "professional incident" to the same person will be deemed to have been made at the time the first of those "claims" is made.

- e. This insurance shall apply ad infinitum.

- B. Paragraph 2. Exclusions** is amended to include the following:

This insurance does not apply to:

1. Prior to Retroactive Date

"Professional incidents" occurring prior to the Retroactive Date stated in the Schedule of this endorsement.

2. Prior Known Professional Incidents

"Professional incidents" occurring on or after the Retroactive Date stated in the Schedule of this endorsement if, on or before the Effective Date stated in the Schedule of this endorsement, the insured knew or had been told that it would result in a "claim".

- II. SECTION III - LIMITS OF INSURANCE** is deleted in its entirety and replaced by the following, but with respect only to the insurance coverage provided under this endorsement:

1. The Limits of Insurance shown in the Schedule of this endorsement and the rules

below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. "Claims" made or "suits" brought; or
- c. Persons or organizations making "claims" or bringing "suits".

2. Subject to 3. below, the Each Incident Limit is the most we will pay for the sum of all "damages" arising out of any one "professional incident".

3. The Aggregate Limit is the most we will pay for the sum of all "damages" for all "claims" to which this insurance applies.

The Limits of Insurance shown in the Schedule of this endorsement shall not operate to increase the Limits of Insurance set forth in the Declarations of the Coverage Part to which this endorsement is attached.

- III. SECTION V - DEFINITIONS** is amended to include the following defined term with respect only to the insurance coverage afforded under this endorsement:

"Claim" means:

- a. The receipt of a demand, other than a "suit", for "damages" which alleges a "professional incident";
- b. A "professional incident" which you report to us during the policy period which might result in a "claim"; or
- c. A "suit" that is brought.

- IV.** Nothing contained herein shall be held to vary, waive or extend any of the terms, conditions, provisions, agreements or limitations of this policy other than as stated above.

Upon acceptance of coverage provided by this endorsement, it is understood and agreed that the premium will be fully earned and not subject to the cancellation provisions of this policy.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIOR ACTS COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

HEALTH CARE FACILITY PROFESSIONAL LIABILITY COVERAGE FORM
MEDICAL INSTITUTION PROFESSIONAL LIABILITY COVERAGE FORM
NURSE'S PROFESSIONAL LIABILITY COVERAGE FORM

SCHEDULE

Retroactive Date	Effective Date	Limits of Insurance	Premium
		Each Medical Incident: \$ _____	\$ _____
		Aggregate: \$ _____	

I. **SECTION I - COVERAGE** is amended as follows, but with respect only to the insurance coverage provided under this endorsement:

A. Paragraph 1. **Insuring Agreement** is deleted in its entirety and replaced by the following:

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as "damages" because of a "claim" due to injury caused by a "medical incident". We will have the right and duty to defend the insured against any "suit" seeking those "damages". However, we will have no duty to defend the insured against any "suit" seeking "damages" to which this insurance does not apply. We may, at our discretion, investigate any "medical incident" and settle any "claim" that may result, But:

(1) The amount we will pay for "damages" is limited as described in Section II. of this endorsement; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless expressly provided for under **SECTION I - COVERAGE**, Paragraph 3. **Supplementary Payments**.

b. This insurance applies to all "claims" covered hereunder only if:

(1) The "medical incident" takes place in the "coverage territory";

(2) A "claim" arises from both:

(a) A "medical incident" that took place on or after the Retroactive Date shown in the Schedule of this endorsement and prior to the Effective Date shown in the Schedule of this endorsement; and

(b) An injury resulting from the "medical incident" referenced in (a) above that occurred on or after the Retroactive Date shown in the Schedule of this endorsement and prior to the Effective Date shown in the Schedule of this endorsement; and

(3) Is first made against any insured on or after the Effective Date shown in the Schedule of this endorsement and in accordance with Paragraph c. below during the policy period.

c. A "claim" for injury shall be considered as being first made at the earlier of the following times:

(1) When notice of such "claim" is received and recorded by any insured, by any insured's prior

insurer, or by us, whichever comes first; or

- (2) When notice of specific circumstances involving a particular person which may result in a "claim" is received by any insured's prior insurer or by us, whichever comes first.

- d. All "claims" for "damages" because of injury caused by a "medical incident" to the same person will be deemed to have been made at the time the first of those "claims" is made.

- e. This insurance shall apply ad infinitum.

B. Paragraph 2. Exclusions is amended to include the following:

This insurance does not apply to:

- 1. Prior to Retroactive Date**

"Medical incidents" occurring prior to the Retroactive Date stated in the Schedule of this endorsement.

- 2. Prior Known Medical Incidents**

"Medical incidents" occurring on or after the Retroactive Date stated in the Schedule of this endorsement if, on or before the Effective Date stated in the Schedule of this endorsement, the insured knew or had been told that it would result in a "claim".

II. SECTION III - LIMITS OF INSURANCE is deleted in its entirety and replaced by the following, but with respect only to the insurance coverage provided under this endorsement:

1. The Limits of Insurance shown in the Schedule of this endorsement and the rules

below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. "Claims" made or "suits" brought; or
- c. Persons or organizations making "claims" or bringing "suits".

2. Subject to 3. below, the Each Medical Incident Limit is the most we will pay for the sum of all "damages" arising out of any one "medical incident".

3. The Aggregate Limit is the most we will pay for the sum of all "damages" for all "claims" to which this insurance applies.

The Limits of Insurance shown in the Schedule of this endorsement shall not operate to increase the Limits of Insurance set forth in the Declarations of the Coverage Part to which this endorsement is attached.

III. SECTION V - DEFINITIONS is amended to include the following defined term with respect only to the insurance coverage afforded under this endorsement:

"Claim" means:

- a. The receipt of a demand, other than a "suit", for "damages" which alleges a "medical incident";
- b. A "medical incident" which you report to us during the policy period which might result in a "claim"; or
- c. A "suit" that is brought.

IV. Nothing contained herein shall be held to vary, waive or extend any of the terms, conditions, provisions, agreements or limitations of this policy other than as stated above.

Upon acceptance of coverage provided by this endorsement, it is understood and agreed that the premium will be fully earned and not subject to the cancellation provisions of this policy.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIOR ACTS COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

**INSURANCE AGENTS ERRORS AND OMISSIONS INSURANCE COVERAGE FORM
PRINTERS ERRORS AND OMISSIONS INSURANCE COVERAGE FORM**

SCHEDULE			
Retroactive Date	Effective Date	Limits of Insurance	Premium
		Each Wrongful Act: \$ _____	\$ _____
		Aggregate: \$ _____	
		Deductible: \$ _____	

I. SECTION I - COVERAGE is amended as follows, but with respect only to the insurance coverage provided under this endorsement:

A. Paragraph 1. Insuring Agreement is deleted in its entirety and replaced by the following:

1. Insuring Agreement

a. We will pay those sums, in excess of the deductible amount, as stated in the Schedule of this endorsement, that the insured becomes legally obligated to pay as "damages" because of a "claim" due to injury caused by a "wrongful act". We will have the right and duty to defend the insured against any "suit" seeking those "damages". However, we will have no duty to defend the insured against any "suit" seeking "damages" to which this insurance does not apply. We may, at our discretion, investigate any "wrongful act" and settle any "claim" that may result. But:

- (1) The amount we will pay for "damages" is limited as described in Section II. of this endorsement; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless expressly provided for under **SECTION I - COVERAGE, Paragraph 3. Supplementary Payments.**

b. This insurance applies to all "claims" covered hereunder only if:

(1) The "wrongful act" takes place in the "coverage territory";

(2) A "claim" arises from both:

(a) A "wrongful act" that took place on or after the Retroactive Date shown in the Schedule of this endorsement and prior to the Effective Date shown in the Schedule of this endorsement; and

(b) An injury resulting from the "wrongful act" referenced in (a) above that occurred on or after the Retroactive Date shown in the Schedule of this endorsement and prior to the Effective Date shown in the Schedule of this endorsement; and

(3) Is first made against any insured on or after the Effective Date shown in the Schedule of this endorsement and in accordance with Paragraph c. below during the policy period.

c. A "claim" for injury shall be considered as being first made at the earlier of the following times:

(1) When notice of such "claim" is received and recorded by any insured, by any insured's prior insurer, or by us, whichever comes first; or

- (2) When notice of specific circumstances which may result in a "claim" is received by any insured's prior insurer or by us, whichever comes first.
 - d. All "claims" for "damages" because of injury caused by a "wrongful act" or "interrelated wrongful acts" will be deemed to have been made at the time the first of those "claims" is made.
 - e. This insurance shall apply ad infinitum.
 - B. Paragraph 2, **Exclusions** is amended to include the following:

This insurance does not apply to:
 1. **Prior to Retroactive Date**

"Wrongful acts" occurring prior to the Retroactive Date stated in the Schedule of this endorsement.
 2. **Prior Known Wrongful Acts**

"Wrongful acts" occurring on or after the Retroactive Date stated in the Schedule of this endorsement if, on or before the Effective Date stated in the Schedule of this endorsement, the insured knew or had been told that it would result in a "claim".
- II. **SECTION III - LIMITS OF INSURANCE** is deleted in its entirety and replaced by the following, but with respect only to the insurance coverage provided under this endorsement:
 1. The Limits of Insurance shown in the Schedule of this endorsement and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. "Claims" made or "suits" brought; or
 - c. Persons or organizations making "claims" or bringing "suits".
 2. Subject to 3. below, the Each Wrongful Act Limit is the most we will pay for the sum of all "damages" arising out of "interrelated injury".
3. The Aggregate Limit is the most we will pay for the sum of all "damages" for all "claims" to which this insurance applies.
4. **Deductible**

Our obligation to pay "damages" resulting from "claims" arising out of a "wrongful act" or "interrelated wrongful acts" applies only to the amount of "damages" in excess of the deductible amount, if any, stated in the Schedule of this endorsement.

However, the deductible does not apply to **SECTION I - COVERAGE**, Paragraph 3, **Supplementary Payments**.
5. **Reimbursement**

If we have paid any amounts in settlement or satisfaction of "claims" or judgments in excess of the limit of insurance, or within the amount of the deductible, the insureds, jointly and severally, shall be liable to us for any and all such amounts, including reasonable fees and expenses incurred by us in collecting those amounts.

The Limits of Insurance shown in the Schedule of this endorsement shall not operate to increase the Limits of Insurance set forth in the Declarations of the Coverage Part to which this endorsement is attached.

III. **SECTION V - DEFINITIONS** is amended to include the following defined term with respect only to the insurance coverage afforded under this endorsement:

"Claim" means:

- a. The receipt of a demand, other than a "suit", for "damages" which alleges a "wrongful act";
 - b. A "wrongful act" which you report to us during the policy period which might result in a "claim"; or
 - c. A "suit" that is brought.
- IV. Nothing contained herein shall be held to vary, waive or extend any of the terms, conditions, provisions, agreements or limitations of this policy other than as stated above.

Upon acceptance of coverage provided by this endorsement, it is understood and agreed that the premium will be fully earned and not subject to the cancellation provisions of this policy.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIOR ACTS COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

MEDICAL ARTS PRACTITIONER PROFESSIONAL LIABILITY COVERAGE FORM

SCHEDULE

COVERAGE A - INDIVIDUAL PROFESSIONAL LIABILITY

Named Insured(s):

(Same as the Declarations attached to this Coverage Part, unless another entry is made here)

Retroactive Date	Effective Date	Limits of Insurance	Premium
		Each Medical Incident:	\$ _____
			\$ _____
		Aggregate:	\$ _____

COVERAGE B - BUSINESS ENTITY PROFESSIONAL LIABILITY

Named Insured(s):

(Same as the Declarations attached to this Coverage Part, unless another entry is made here)

Retroactive Date	Effective Date	Limits of Insurance	Premium
		Each Business Entity Incident:	\$ _____
			\$ _____
		Aggregate:	\$ _____

I. SECTION I - COVERAGES is amended as follows, but with respect only to the insurance coverage provided under this endorsement:

A. Paragraph 1. Coverage A - Insuring Agreement - Individual Professional Liability is deleted in its entirety and replaced by the following:

1. Coverage A - Insuring Agreement - Individual Professional Liability

- a.** We will pay those sums that the insured becomes legally obligated to pay as "damages" because of a "claim" due to injury caused by a "medical incident". We will have the right and duty to defend the insured against any "suit" seeking those "damages". However, we will have no duty to defend the insured against any "suit" seeking "damages" to which this insurance

does not apply. We may, at our discretion, investigate any "medical incident" and settle any "claim" that may result. But:

- (1)** The amount we will pay for "damages" is limited as described in Section II. of this endorsement;
- (2)** We will not settle or compromise any "claim" without the insured's written consent. But, should the insured refuse to consent to any settlement we recommend and the insured elects to contest the "claim" or continue any legal proceedings, then our liability shall not exceed the amount for which the "claim" could have been so settled, plus the costs and

expenses incurred up to the date of such refusal; and

- (3) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless expressly provided for under **SECTION I - COVERAGES**, Paragraph 4. **Supplementary Payments**.

- b. This insurance applies to all "claims" covered hereunder only if:

- (1) The "medical incident" takes place in the "coverage territory";

- (2) A "claim" arises from both:

- (a) A "medical incident" that took place on or after the Retroactive Date shown in the Schedule of this endorsement and prior to the Effective Date shown in the Schedule of this endorsement; and

- (b) An injury resulting from the "medical incident" referenced in (a) above that occurred on or after the Retroactive Date shown in the Schedule of this endorsement and prior to the Effective Date shown in the Schedule of this endorsement; and

- (3) Is first made against any insured on or after the Effective Date shown in the Schedule of this endorsement and in accordance with Paragraph c. below during the policy period.

- c. A "claim" for injury shall be considered as being first made at the earlier of the following times:

- (1) When notice of such "claim" is received and recorded by any insured, by any insured's prior insurer, or by us, whichever comes first; or

- (2) When notice of specific circumstances involving a particular person which may result in a "claim" is received by any insured's prior insurer or by us, whichever comes first.

- d. All "claims" for "damages" because of injury caused by a "medical incident" to the same person will be deemed to have been made at the time the first of those "claims" is made.

- e. This insurance shall apply ad infinitum.

B. Paragraph 2. Coverage B - Insuring Agreement - Business Entity Professional Liability is deleted in its entirety and replaced by the following:

2. Coverage B - Insuring Agreement - Business Entity Professional Liability

- a. We will pay those sums that the insured becomes legally obligated to pay as "damages" because of a "claim" due to injury caused by a "business entity incident". We will have the right and duty to defend the insured against any "suit" seeking those "damages". However, we will have no duty to defend the insured against any "suit" seeking "damages" to which this insurance does not apply. We may, at our discretion, investigate any "business entity incident" and settle any "claim" that may result. But:

- (1) The amount we will pay for "damages" is limited as described in Section II. of this endorsement;

- (2) We will not settle or compromise any "claim" without the insured's written consent. But, should the insured refuse to consent to any settlement we recommend and the insured elects to contest the "claim" or continue any legal proceedings, then our liability shall not exceed the amount for which the "claim" could have been so settled, plus the costs and expenses incurred up to the date of such refusal; and

- (3) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless expressly provided for under **SECTION I - COVERAGES**, Paragraph 4. **Supplementary Payments**.

- b. This insurance applies to all "claims" covered hereunder only if:
- (1) The "business entity incident" takes place in the "coverage territory";
 - (2) A "claim" arises from both:
 - (a) A "business entity incident" that took place on or after the Retroactive Date shown in the Schedule of this endorsement and prior to the Effective Date shown in the Schedule of this endorsement; and
 - (b) An injury resulting from the "business entity incident" referenced in (a) above that occurred on or after the Retroactive Date shown in the Schedule of this endorsement and prior to the Effective Date shown in the Schedule of this endorsement; and
 - (3) Is first made against any insured on or after the Effective Date shown in the Schedule of this endorsement and in accordance with Paragraph c. below during the policy period.
- c. A "claim" for injury shall be considered as being first made at the earlier of the following times:
- (1) When notice of such "claim" is received and recorded by any insured, by any insured's prior insurer, or by us, whichever comes first; or
 - (2) When notice of specific circumstances involving a particular person which may result in a "claim" is received by any insured's prior insurer or by us, whichever comes first.
- d. All "claims" for "damages" because of injury caused by a "business entity incident" to the same person will be deemed to have been made at the time the first of those "claims" is made.
- e. This insurance shall apply ad infinitum.

C. Paragraph 3. Exclusions is amended to include the following:

This insurance does not apply to:

1. Prior to Retroactive Date

"Medical incidents" or "business entity incidents" occurring prior to the Retroactive Date stated in the Schedule of this endorsement.

2. Prior Known Medical or Business Entity Incidents

"Medical incidents" or "business entity incidents" occurring on or after the Retroactive Date stated in the Schedule of this endorsement if, on or before the Effective Date stated in the Schedule of this endorsement, the insured knew or had been told that it would result in a "claim".

II. SECTION II - WHO IS AN INSURED is amended to include the following, but only with respect to the insurance coverage afforded under this endorsement:

Paragraphs **1.** and **2.** apply only to those persons or entities listed in the Schedule of this endorsement.

III. SECTION III - LIMITS OF INSURANCE is deleted in its entirety and replaced by the following, but with respect only to the insurance coverage provided under this endorsement:

1. The Limits of Insurance shown in the Schedule of this endorsement and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. "Claims" made or "suits" brought; or
 - c. Persons or organizations making "claims" or bringing "suits".
2. The Individual Professional Liability Aggregate Limit shown in the Schedule of this endorsement is the most we will pay for the sum of all "damages" under **COVERAGE A**, subject to Paragraph **6.** below.
3. The Business Entity Professional Liability Aggregate Limit shown in the Schedule of this endorsement is the most we will pay for the sum of all "damages" under **COVERAGE B**.
4. Subject to **2.** above, the Each Medical Incident Limit shown in the Schedule of this endorsement is the most we will pay for all "damages" under **COVERAGE A** because of all injury arising out of any one "medical incident".
5. Subject to **3.** above, the Each Business Entity Incident Limit shown in the Schedule of this endorsement is the most we will pay for all "damages" under **COVERAGE B** be-

cause of all injury arising out of any one "business entity incident".

6. Under COVERAGE A, the Aggregate Limit and the Each Medical Incident Limit shown in the Schedule of this endorsement apply separately to each individual named in the Schedule of this endorsement.

The Limits of Insurance shown in the Schedule of this endorsement shall not operate to increase the Limits of Insurance set forth in the Declarations of the Coverage Part to which this endorsement is attached.

- III. **SECTION V - DEFINITIONS** is amended to include the following defined term with respect only to the insurance coverage afforded under this endorsement:

"Claim" means:

- a. The receipt of a demand, other than a "suit", for "damages" which alleges a "medical incident" or "business entity incident";
 - b. A "medical incident" or "business entity incident" which you report to us during the policy period which might result in a "claim"; or
 - c. A "suit" that is brought.
- IV. Nothing contained herein shall be held to vary, waive or extend any of the terms, conditions, provisions, agreements or limitations of this policy other than as stated above.

Upon acceptance of coverage provided by this endorsement, it is understood and agreed that the premium will be fully earned and not subject to the cancellation provisions of this policy.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIOR ACTS COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

LAWYER'S PROFESSIONAL LIABILITY COVERAGE FORM

SCHEDULE

Retroactive Date	Effective Date	Limits of Insurance	Premium
		Each Wrongful Act: \$ _____	\$ _____
		Aggregate: \$ _____	
		Deductible: \$ _____	

- I. **SECTION I - COVERAGES** is amended as follows, but with respect only to the insurance coverage provided under this endorsement:

- A. **COVERAGE A. LAWYER'S PROFESSIONAL LIABILITY** Paragraph 1. **Insuring Agreement** is deleted in its entirety and replaced by the following:

1. Insuring Agreement

- a. We will pay those sums, in excess of the deductible amount, as stated in the Schedule of this endorsement, that the insured becomes legally obligated to pay as "loss" because of a "claim" due to injury caused by a "wrongful act". We will have the right and duty to defend the insured against any "suit" seeking those "damages". However, we will have no duty to defend the insured against any "suit" seeking "damages" to which this insurance does not apply. We may, at our discretion, investigate any "wrongful act" and negotiate the settlement of any "claim" that may result. But:

- (1) The amount we will pay for "loss" is limited as described in Section II, of this endorsement;
- (2) We will not settle or compromise any "claim" without the insured's written consent. But, should the insured refuse to consent to any settlement we recommend and the insured elects to contest the "claim" or continue any legal proceed-

ings, then our liability shall not exceed the amount for which the "claim" could have been so settled, plus "claims expenses" incurred up to the date of such refusal. If the insured refuses to settle, once the total "claims expenses" equals the amount for which the "claim" could have been settled plus all "claims expenses" incurred up to the time we made our recommendation, we shall have the right to withdraw from the further investigation and defense thereof by tendering control of such investigation or defense to the insured and the insured agrees, as a condition of the issuance of this Coverage Part, to accept such tender and proceed solely at its own cost and expense; and

- (3) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless expressly provided for under **SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGES A. AND B.**

- b. This insurance applies to all "claims" covered hereunder only if:

(1) The "wrongful act" takes place in the "coverage territory";

(2) A "claim" arises from both:

(a) A "wrongful act" that took place on or after the Retroactive Date shown in the Schedule of this endorsement and prior to the Effective Date shown in the Schedule of this endorsement; and

(b) An injury resulting from the "wrongful act" referenced in (a) above that occurred on or after the Retroactive Date shown in the Schedule of this endorsement and prior to the Effective Date shown in the Schedule of this endorsement; and

(3) Is first made against any insured on or after the Effective Date shown in the Schedule of this endorsement and in accordance with Paragraph c. below during the policy period.

c. A "claim" for injury shall be considered as being first made at the earlier of the following times:

(1) When notice of such "claim" is received and recorded by any insured, by any insured's prior insurer, or by us, whichever comes first; or

(2) When notice of specific circumstances which may result in a "claim" is received by any insured's prior insurer or by us, whichever comes first.

d. All "claims" for "damages" because of injury caused by a "wrongful act" or "interrelated wrongful acts" will be deemed to have been made at the time the first of those "claims" is made.

e. This insurance shall apply ad infinitum.

B. Paragraph 2. **Exclusions** is amended to include the following:

This insurance does not apply to:

1. **Prior to Retroactive Date**

"Wrongful acts" occurring prior to the Retroactive Date stated in the Schedule of this endorsement.

2. **Prior Known Wrongful Acts**

"Wrongful acts" occurring on or after the Retroactive Date stated in the Schedule of this endorsement if, on or before the Effective Date stated in the Schedule of this endorsement, the insured knew or had been told that it would result in a "claim".

II. **SECTION III - LIMITS OF INSURANCE** is deleted in its entirety and replaced by the following, but with respect only to the insurance coverage provided under this endorsement:

1. The Limits of Insurance shown in the Schedule of this endorsement and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. "Claims" made or "suits" brought; or

c. Persons or organizations making "claims" or bringing "suits".

2. Subject to 3. below, the Each Wrongful Act Limit is the most we will pay for the sum of all "loss" arising out of "interrelated injury".

3. The Aggregate Limit is the most we will pay for the sum of all "loss" for all "claims" to which this insurance applies.

4. All "claims expenses" shall first be subtracted from the limits of insurance, with the remainder, if any, being the amount available to pay as "damages". If the limits of insurance are exhausted prior to settlement or judgment of any pending "claim", we shall have the right to withdraw from the further investigation or defense thereof by tendering control of such investigation or defense to the insured.

5. **Deductible**

Our obligation to pay "damages" and "claims expenses" resulting from "claims" arising out of a "wrongful act" or "interrelated wrongful acts" applies only to the amount of "damages" and "claims expenses" in excess of the deductible amount, if any, stated in the Schedule of this endorsement.

6. **Reimbursement**

If we have paid any amounts in settlement or satisfaction of "claims" or judgments or for "claims expenses" in excess of the limit of insurance, or within the amount of the deductible, the insureds, jointly and sever-

ally, shall be liable to us for any and all such amounts, including reasonable fees and expenses incurred by us in collecting those amounts.

The Limits of Insurance shown in the Schedule of this endorsement shall not operate to increase the Limits of Insurance set forth in the Declarations of the Coverage Part to which this endorsement is attached.

III. SECTION V - DEFINITIONS is amended as follows:

The definition of "claim" is amended to include a "wrongful act" which you report to us during the policy period which might result in a "claim".

IV. Nothing contained herein shall be held to vary, waive or extend any of the terms, conditions, provisions, agreements or limitations of this policy other than as stated above.

Upon acceptance of coverage provided by this endorsement, it is understood and agreed that the premium will be fully earned and not subject to the cancellation provisions of this policy.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIOR ACTS COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

REAL ESTATE ERRORS AND OMISSIONS INSURANCE COVERAGE FORM

SCHEDULE

Retroactive Date	Effective Date	Limits of Insurance	Premium
		Each Professional Incident: \$ _____	\$ _____
		Aggregate: \$ _____	
		Deductible: \$ _____	

I. **SECTION I - COVERAGE** is amended as follows, but with respect only to the insurance coverage provided under this endorsement:

A. Paragraph 1. **Insuring Agreement** is deleted in its entirety and replaced by the following:

1. Insuring Agreement

a. We will pay those sums, in excess of the deductible amount, as stated in the Schedule of this endorsement, that the insured becomes legally obligated to pay as "damages" because of a "claim" due to injury caused by a "professional incident". We will have the right and duty to defend the insured against any "suit" seeking those "damages". However, we will have no duty to defend the insured against any "suit" seeking "damages" to which this insurance does not apply. We may, at our discretion, investigate any "professional incident" and settle any "claim" that may result. But:

- (1) The amount we will pay for "damages" is limited as described in Section II. of this endorsement; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless expressly provided for under **SECTION I - COVERAGE**, Paragraph 3. **Supplementary Payments**.

b. This insurance applies to all "claims" covered hereunder only if:

(1) The "professional incident" takes place in the "coverage territory";

(2) A "claim" arises from both:

(a) A "professional incident" that took place on or after the Retroactive Date shown in the Schedule of this endorsement and prior to the Effective Date shown in the Schedule of this endorsement; and

(b) An injury resulting from the "professional incident" referenced in (a) above that occurred on or after the Retroactive Date shown in the Schedule of this endorsement and prior to the Effective Date shown in the Schedule of this endorsement; and

(3) Is first made against any insured on or after the Effective Date shown in the Schedule of this endorsement and in accordance with Paragraph c. below during the policy period.

c. A "claim" for injury shall be considered as being first made at the earlier of the following times:

(1) When notice of such "claim" is received and recorded by any insured, by any insured's prior

insurer, or by us, whichever comes first; or

- (2) When notice of specific circumstances which may result in a "claim" is received by any insured's prior insurer or by us, whichever comes first.

- d. All "claims" for "damages" because of injury caused by a "professional incident" will be deemed to have been made at the time the first of those "claims" is made.

- e. This insurance shall apply ad infinitum.

- B. Paragraph 2. **Exclusions** is amended to include the following:

This insurance does not apply to:

1. **Prior to Retroactive Date**

"Professional incidents" occurring prior to the Retroactive Date stated in the Schedule of this endorsement.

2. **Prior Known Professional Incidents**

"Professional incidents" occurring on or after the Retroactive Date stated in the Schedule of this endorsement if, on or before the Effective Date stated in the Schedule of this endorsement, the insured knew or had been told that it would result in a "claim".

- II. **SECTION III - LIMITS OF INSURANCE** is deleted in its entirety and replaced by the following, but with respect only to the insurance coverage provided under this endorsement:

1. The Limits of Insurance shown in the Schedule of this endorsement and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. "Claims" made or "suits" brought; or
 - c. Persons or organizations making "claims" or bringing "suits".
 2. Subject to 3. below, the Each Professional Incident Limit is the most we will pay for the

sum of all "damages" arising out of "inter-related injury".

3. The Aggregate Limit is the most we will pay for the sum of all "damages" for all "claims" to which this insurance applies.

4. Our obligation to pay "damages" resulting from "claims" arising out of a "professional incident" or "interrelated professional incidents" applies only to the amount of "damages" in excess of the deductible amount, if any, stated in the Schedule of this endorsement.

However, the deductible does not apply to **SECTION I - COVERAGE**, Paragraph 3. **Supplementary Payments**.

5. If we have paid any amounts in settlement or satisfaction of "claims" in excess of the limit of insurance, or within the amount of the deductible, the insureds, jointly and severally, shall be liable to us for any and all such amounts, including reasonable fees and expenses incurred by us in collecting those amounts.

The Limits of Insurance shown in the Schedule of this endorsement shall not operate to increase the Limits of Insurance set forth for in the Declarations of the Coverage Part to which this endorsement is attached.

- III. **SECTION V - DEFINITIONS** is amended to include the following defined term with respect only to the insurance coverage afforded under this endorsement:

"Claim" means:

- a. The receipt of a demand, other than a "suit", for "damages" which alleges a "professional incident";
 - b. A "professional incident" which you report to us during the policy period which might result in a "claim"; or
 - c. A "suit" that is brought.

- IV. Nothing contained herein shall be held to vary, waive or extend any of the terms, conditions, provisions, agreements or limitations of this policy other than as stated above.

Upon acceptance of coverage provided by this endorsement, it is understood and agreed that the premium will be fully earned and not subject to the cancellation provisions of this policy.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT - COMBINED AGGREGATE LIMIT OF INSURANCE

This endorsement modifies insurance provided under the following:

MEDICAL ARTS PRACTITIONER PROFESSIONAL LIABILITY COVERAGE PART
SCHEDULE

	Limits of Insurance
Each Medical Incident Limit	\$
Each Business Entity Incident Limit	\$
Aggregate Limit	\$

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

SECTION III - LIMITS OF INSURANCE is replaced by the following:

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Schedule above and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The Aggregate Limit is the most we will pay for the sum of all "damages" under COVERAGES **A** and **B**.

3. Subject to the Aggregate Limit:

- a. The Each Medical Incident Limit is the most we will pay for all "damages" under **COVERAGE A** because of all injury arising out of any one "medical incident".
- b. The Each Business Entity Incident Limit is the most we will pay for all "damages" under **COVERAGE B** because of all injury arising out of any one "business entity incident".

4. Under **COVERAGE A**, the Each Medical Incident Limit applies separately to each Named Insured.

The Limits of Insurance of this Coverage Part apply separately to each "coverage term".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PROFESSIONAL LIABILITY - SEPARATE LIMITS OF
INSURANCE FOR DESIGNATED INSUREDS**

This endorsement modifies insurance provided under the following:

PROFESSIONAL LIABILITY COVERAGE

Regarding coverage for damages, claims or "suits", the Limits of Insurance apply separately to each Insured shown in the Schedule:

SCHEDULE

Insureds:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DENTIST'S PROFESSIONAL PRIOR ACTS OR OMISSIONS EXTENSION

This endorsement modifies insurance provided under the following:

DENTIST'S PROFESSIONAL LIABILITY OCCURRENCE COVERAGE FORM

Schedule				
Name	Retroactive Date	Effective Date	Limits of Insurance	Premium
			Each Dental Incident Limit \$ _____ Aggregate Limit \$ _____	\$ _____
			Each Dental Incident Limit \$ _____ Aggregate Limit \$ _____	\$ _____
			Each Dental Incident Limit \$ _____ Aggregate Limit \$ _____	\$ _____
			Each Dental Incident Limit \$ _____ Aggregate Limit \$ _____	\$ _____

I. SECTION I - COVERAGES, COVERAGE A. PROFESSIONAL LIABILITY is amended as follows, but with respect only to the insurance coverage provided under this endorsement:

A. Paragraph **1. Insuring Agreement** is deleted in its entirety and replaced by the following:

1. Insuring Agreement

- a.** We will pay those sums that the insured becomes legally obligated to pay as "damages" because of a "claim" due to injury caused by a "dental incident". We will have the right and duty to defend the in-

sured against any "suit" seeking those "damages". However, we will have no duty to defend the insured against any "suit" seeking "damages" to which this insurance does not apply. We may, at our discretion, investigate any "dental incident" and, only with your written consent, settle any "claim" that may result. But:

- (1)** The amount we will pay for "damages" is limited as described in Section **II.** of this endorsement; and

- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under **SECTION I - COVERAGES, COVERAGE A. PROFESSIONAL LIABILITY.**

No other obligation or liability to pay sums or perform acts or services is covered unless expressly provided for under **SECTION I - COVERAGES, COVERAGE A. PROFESSIONAL LIABILITY, Paragraph 3. Supplementary Payments - Coverage A.**

- b. This insurance applies to all "claims" covered hereunder only if:
- (1) The "dental incident" takes place in the "coverage territory";
 - (2) A "claim" arises from a "dental incident" that took place on or after the Retroactive Date shown in the Schedule of this endorsement and prior to the Effective Date shown in the Schedule of this endorsement; and
 - (3) Is first made against any insured on or after the Effective Date shown in the Schedule of this endorsement and in accordance with Paragraph c. below during the policy period.
- c. A "claim" for injury shall be considered as being first made at the earlier of the following times:
- (1) When notice of such "claim" is received and recorded by any insured, by any insured's prior insurer, or by us, whichever comes first; or
 - (2) When notice of specific circumstances involving a particular person which may result in a "claim" is received by any insured's prior insurer or by us, whichever comes first.
- d. All "claims" for "damages" because of injury caused by a "dental incident" to the same person will be deemed to have been made at the time the first of those "claims" is made.
- e. This insurance shall apply ad infinitum.

- B. Paragraph 2. **Exclusions** is amended to include the following:

This insurance does not apply to:

1. **Prior to Retroactive Date**

"Dental incidents" occurring prior to the Retroactive Date stated in the Schedule of this endorsement.

2. **Prior Known Dental Incidents**

"Dental incidents" occurring on or after the Retroactive Date stated in the Schedule of this endorsement if, on or before the Effective Date stated in the Schedule of this endorsement, the insured knew or had been told that it would result in a "claim".

II. **SECTION III - LIMITS OF INSURANCE** is deleted in its entirety and replaced by the following, but with respect only to the insurance coverage provided under this endorsement:

1. The Limits of Insurance shown in the Schedule of this endorsement and the rules below fix the most we will pay regardless of the number of:
 - a. "Claims" made or "suits" brought; or
 - b. Persons or organizations making "claims" or bringing "suits".
2. Subject to 3. below, the Each Dental Incident Limit is the most we will pay for the sum of "damages" under **COVERAGE A.** arising out of any one "dental incident".
3. The Aggregate Limit is the most we will pay for the sum of "damages" under **COVERAGE A.** for all "claims" to which this insurance applies.
4. The Limits of Insurance as described in paragraphs 1., 2. and 3. above apply separately to each insured listed by name in this endorsement.

The Limits of Insurance shown in the Schedule of this endorsement shall not operate to increase the Limits of Insurance set forth for the Dentist's Professional Liability Occurrence Coverage Form Declarations to which this endorsement is attached.

III. **SECTION V - DEFINITIONS** is amended to include the following defined term with respect only to the insurance coverage afforded under this endorsement:

"Claim" means:

- a. The receipt of a demand, other than a "suit", for "damages" which alleges a "dental incident";

- b.** A "dental incident" which you report to us during the policy period which might result in a "claim"; or
 - c.** A "suit" that is brought.
- IV.** Nothing contained herein shall be held to vary, waive or extend any of the terms, conditions, provisions, agreements or limitations of this policy other than as stated above.

Upon acceptance of coverage provided by this endorsement, it is understood and agreed that the premium will be fully earned and not subject to the cancellation provisions of this policy.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SALE OF SECURITIES, MUTUAL FUNDS AND FINANCIAL PLANNING SERVICES ENDORSEMENT

This endorsement modifies insurance provided under the following:

INSURANCE AGENTS ERRORS AND OMISSIONS INSURANCE COVERAGE FORM

A. SECTION I - COVERAGE, Paragraph 2. Exclusions is modified as follows:

Exclusion **w. Securities Actions** does not apply to the sale of mutual funds, "securities" and "financial planning services" by an insured duly licensed, certified and appointed to do so, where such is the requirement of a regulatory authority and / or another entity being represented.

B. SECTION V - DEFINITIONS is modified as follows:

1. The following definitions are added:

- a.** "Financial planning services" means financial or investment advice to individuals or their owned business entities as a part of a financial plan, including personal risk management, investment management, estate planning, retirement planning and tax advice, and the implementation of that plan through the purchase or sale of securities or other appropriate implementation strategies. The sale of life insurance products is not included in this definition of "financial planning services".
- b.** "Securities" has the meaning assigned to that term by the Securities Act of 1934, as amended, and any Rules issued pursuant thereto.

2. Definition **13.** "Professional services" is deleted and replaced by the following:

13. "Professional services" means acting in the following capacities, and only the following capacities, provided the insured is duly licensed, certified or appointed to do so, where such is the requirement of a regulatory authority and / or another entity being represented:

- a.** A general insurance agent;
- b.** An insurance broker;
- c.** An insurance agent;

- d.** An insurance consultant;
- e.** A managing, master or broker-age general agent;
- f.** A life and accident and health insurance agent;
- g.** A surplus lines broker;
- h.** A notary public;
- i.** An expert witness on insurance related matters; or
- j.** An instructor of insurance subjects,

and, when provided as part of acting within the capacities listed in **a.** through **j.** above, also includes:

- (1)** Notarizing;
- (2)** Arranging premium financing through a non-related entity;
- (3)** Real estate appraising and loss adjustment on or for policies of insurance written or placed by you;
- (4)** Providing insurance advice for employee benefit programs;
- (5)** Providing insurance program and risk management services and advice;
- (6)** Providing loss control services for policyholders of policies of insurance written or placed by you; and
- (7)** The sale of mutual funds, "securities" and "financial planning services" by an insured duly licensed, certified and appointed to do so, where such is the requirement of a regulatory authority and / or another entity being represented.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CORRECTION OF WORK ENDORSEMENT

This endorsement modifies insurance provided under the following:

PRINTERS ERRORS AND OMISSIONS COVERAGE PART

SCHEDULE

Correction of Work Limits of Insurance

Each Wrongful Act Limit	\$ _____
Aggregate Limit	\$ _____

The provisions of this endorsement apply only as respects to Correction of Work coverage afforded hereunder.

A. Coverage - Correction of Work

SECTION I - COVERAGE, Paragraph 2. **Exclusions**, Exclusion f. **Costs to Correct Your Product or Your Work** is deleted in its entirety.

B. Limits of Insurance

SECTION III - LIMITS OF INSURANCE is deleted in its entirety and replaced with the following:

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Schedule of this endorsement and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The Aggregate Limit shown in the Schedule of this endorsement is the most we will pay for the sum of all "loss" for all claims or "suits" to which this insurance applies.
3. The Each Wrongful Act Limit shown in the Schedule of this endorsement is the most we will pay for all "loss" arising out of "inter-related injury".
4. The Deductible Amount shown in the Errors and Omissions Declarations will be deducted from the amount of each claim when determined. We will be liable for "loss" in excess of that amount. The Deductible Amount does not apply to any payment made under **SECTION I - COVERAGE**, Paragraph 3. **Supplementary Payments**.
5. The Limits of Insurance provided by this endorsement apply separately to each "coverage term".

THE CINCINNATI INSURANCE COMPANY

A Stock Insurance Company

TRAVEL AGENTS ERRORS AND OMISSIONS INSURANCE COVERAGE PART DECLARATIONS

Attached to POLICY NUMBER:		Effective Date:		
Named Insured is the same as it appears in the Common Policy Declarations unless another entry is made here.				
LIMITS OF INSURANCE				
Each Incident Limit		\$ _____		
Aggregate Limit		\$ _____		
Deductible Amount		\$ _____		
Prior and / or Pending Date:				
CLASSIFICATION	CODE NO.	PREMIUM BASE G - Gross Receipts	RATE	ADVANCE PREMIUM
Travel Agents	25010	G)		\$
The Travel Agents Errors and Omissions Insurance Coverage Part is subject to an annual minimum premium.		TOTAL ANNUAL PREMIUM		\$
FORMS AND / OR ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART:				

TRAVEL AGENTS ERRORS AND OMISSIONS INSURANCE COVERAGE PART ENDORSEMENT

Attached to and forming part of POLICY NUMBER: _____ Effective Date _____				
Named Insured: _____				
<div style="display: flex; justify-content: space-between; padding: 5px;"> <u>Item changed</u> <u>Reason for change</u> </div>				
LIMITS OF INSURANCE Each Incident Limit \$ _____ Aggregate Limit \$ _____ Deductible Amount \$ _____				
Prior and / or Pending Date: _____				
CLASSIFICATION	CODE NO.	PREMIUM BASE G - Gross Receipts	RATE	ADVANCE PREMIUM
Travel Agents	25010	G)		\$
The Travel Agents Errors and Omissions Insurance Coverage Part is subject to an annual minimum premium.		TOTAL ANNUAL PREMIUM		\$
FORMS AND / OR ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART:				

Agency _____

THE CINCINNATI INSURANCE COMPANY

A Stock Insurance Company

LAWYER'S PROFESSIONAL LIABILITY COVERAGE PART DECLARATIONS

THE LIMITS OF INSURANCE AVAILABLE TO PAY DAMAGES OR SETTLEMENTS SHALL BE REDUCED BY AMOUNTS INCURRED AS CLAIMS EXPENSES. THE DEDUCTIBLE IS APPLICABLE TO CLAIMS EXPENSES AND DAMAGES. PLEASE READ AND REVIEW THE POLICY CAREFULLY AND DISCUSS THE COVERAGE WITH YOUR INSURANCE AGENT.

Attached to POLICY NUMBER:		Effective Date:		
Named Insured is the same as it appears in the Common Policy Declarations unless another entry is made here.				
Limits of Insurance				
Each Wrongful Act		\$		
Each Disciplinary Proceeding		\$	5,000	
Disciplinary Proceedings Aggregate		\$	25,000	
Loss of Earnings Per Day		\$	500	
Loss of Earnings Aggregate		\$	5,000	
General Aggregate		\$		
Deductible - Each Claim		\$	15,000	
CLASSIFICATION	CODE NO.	PREMIUM BASE (EACH)	RATE	ADVANCE PREMIUM
Lawyers	81400			\$
Employed law clerks, paralegals, investigators and abstractors	81420			\$
The Lawyer's Professional Liability Coverage Part is subject to an annual minimum premium.	TOTAL ANNUAL PREMIUM			\$
FORMS AND / OR ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART:				

THE LIMITS OF INSURANCE AVAILABLE TO PAY DAMAGES OR SETTLEMENTS SHALL BE REDUCED BY AMOUNTS INCURRED AS CLAIMS EXPENSES. THE DEDUCTIBLE IS APPLICABLE TO CLAIMS EXPENSES AND DAMAGES. PLEASE READ AND REVIEW THE POLICY CAREFULLY AND DISCUSS THE COVERAGE WITH YOUR INSURANCE AGENT.

Agency _____

THE CINCINNATI INSURANCE COMPANY

A Stock Insurance Company

MEDICAL ARTS PRACTITIONER PROFESSIONAL LIABILITY COVERAGE PART DECLARATIONS

Attached to and forming part of POLICY NUMBER: _____ Effective Date _____				
Named Insured:				
Profession of the Insured(s):				
Limits of Insurance				
Coverage A - Individual Professional Liability		Coverage B - Business Entity Professional Liability		
\$	Each Medical Incident	\$	Each Business Entity Incident	
\$	Aggregate	\$	Aggregate	
CLASSIFICATION	CODE NO.	PREMIUM BASE Each	RATE	ADVANCE PREMIUM
The Medical Arts Practitioner Professional Liability Coverage Part is subject to an annual minimum premium.		TOTAL ANNUAL PREMIUM		\$
FORMS AND / OR ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART:				

MEDICAL ARTS PRACTITIONER PROFESSIONAL LIABILITY COVERAGE PART ENDORSEMENT

Attached to and forming part of POLICY NUMBER: _____ Effective Date _____				
Named Insured:				
Item changed Reason for change				
Profession of the Insured(s):				
Limits of Insurance				
Coverage A - Individual Professional Liability			Coverage B - Business Entity Professional Liability	
\$	Each Medical Incident	\$	Each Business Entity Incident	
\$	Aggregate	\$	Aggregate	
CLASSIFICATION	CODE NO.	PREMIUM BASE Each	RATE	ADVANCE PREMIUM
The Medical Arts Practitioner Professional Liability Coverage Part is subject to an annual minimum premium.		TOTAL ANNUAL PREMIUM		\$
FORMS AND / OR ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART:				

Agency _____

THE CINCINNATI INSURANCE COMPANY

A Stock Insurance Company

ANIMAL SERVICES PROFESSIONAL LIABILITY COVERAGE PART DECLARATIONS

Attached to and forming part of POLICY NUMBER: _____ Effective Date _____

Named Insured:

Item Location (address)

Profession of the insured(s):

LIMITS OF INSURANCE

Each Incident Limit \$ _____
Aggregate Limit \$ _____
Deductible \$ _____

CLASSIFICATION	CODE	ADVANCE PREMIUM
		\$ _____

FORMS AND / OR ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ANIMAL SERVICES
PROFESSIONAL LIABILITY COVERAGE PART ENDORSEMENT

Attached to and forming part of POLICY NUMBER: _____ Effective Date: _____

Named Insured: _____

Item changed: Reason for change

Item Location (address)

Profession of the insured(s): _____

LIMITS OF INSURANCE

Each Incident Limit \$ _____
Aggregate Limit \$ _____
Deductible \$ _____

CLASSIFICATION	CODE	ADVANCE PREMIUM
		\$ _____

FORMS AND / OR ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART:

Agency _____

THE CINCINNATI INSURANCE COMPANY

A Stock Insurance Company

CONDOMINIUM OR HOMEOWNERS ASSOCIATIONS WRONGFUL ACTS COVERAGE PART DECLARATIONS

Attached to POLICY NUMBER: _____		Effective Date: _____	
Named Insured is the same as it appears in the Common Policy Declarations unless another entry is made here.			
LIMITS OF INSURANCE			
Each Claim Limit	\$	_____	
Aggregate Limit	\$	_____	
Prior and/or Pending Date: _____			
CLASSIFICATION		CODE	ADVANCE PREMIUM
<input type="checkbox"/> Condominium Associations		20150	
<input type="checkbox"/> Homeowners Associations		20155	\$ _____
FORMS AND/OR ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART:			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CONDOMINIUM OR HOMEOWNERS ASSOCIATIONS
WRONGFUL ACTS
COVERAGE PART ENDORSEMENT**

Attached to and forming part of POLICY NUMBER: _____ Effective Date _____		
Named Insured: _____		
<u>Item changed:</u> <u>Reason for change</u>		
LIMITS OF INSURANCE		
Each Claim Limit	\$	_____
Aggregate Limit	\$	_____
Prior and/or Pending Date: _____		
CLASSIFICATION	CODE	ADVANCE PREMIUM
<input type="checkbox"/> Condominium Associations	20150	
<input type="checkbox"/> Homeowners Associations	20155	\$ _____
FORMS AND/OR ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART:		

Agency _____

THE CINCINNATI INSURANCE COMPANY

A Stock Insurance Company

EMERGENCY MEDICAL TECHNICIAN PROFESSIONAL LIABILITY COVERAGE PART DECLARATIONS

Attached to and forming part of POLICY NUMBER: _____		Effective Date: _____
Named Insured: _____		
Limits of Insurance		
Each Incident Limit \$ _____		
Aggregate Limit \$ _____		
Profession:		
<input type="checkbox"/>	Emergency Medical Technician	
<input type="checkbox"/>	Emergency Medical Technician - D	
<input type="checkbox"/>	Emergency Medical Technician - Advanced	
<input type="checkbox"/>	Emergency Medical Technician - Paramedic	
CLASSIFICATION	CODE	ADVANCE PREMIUM
FORMS AND / OR ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART:		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMERGENCY MEDICAL TECHNICIAN PROFESSIONAL LIABILITY COVERAGE PART ENDORSEMENT

Attached to and forming part of POLICY NUMBER: _____ Effective Date: _____		
Named Insured: _____		
<u>Item changed:</u> <u>Reason for change</u>		
Limits of Insurance Each Incident Limit \$ _____ Aggregate Limit \$ _____		
Profession: <input type="checkbox"/> Emergency Medical Technician <input type="checkbox"/> Emergency Medical Technician - D <input type="checkbox"/> Emergency Medical Technician - Advanced <input type="checkbox"/> Emergency Medical Technician - Paramedic		
CLASSIFICATION	CODE	ADVANCE PREMIUM
FORMS AND / OR ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART: 		

Agency _____

THE CINCINNATI INSURANCE COMPANY

A Stock Insurance Company

MEDICAL INSTITUTION PROFESSIONAL LIABILITY COVERAGE PART DECLARATIONS

Attached to POLICY NUMBER:		Effective Date:		
Named Insured is the same as it appears in the Common Policy Declarations unless another entry is made here.				
LIMITS OF INSURANCE \$ _____ each medical incident \$ _____ aggregate limit				
Profession:				
Classification-describe operations	Code	Rates (a) each (b) per 100	Premium basis (a) bed / donation (b) outpatient visit	Advance Premium
				\$
Minimum premium per location each year \$ _____				
FORMS AND / OR ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART:				

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MEDICAL INSTITUTION PROFESSIONAL LIABILITY COVERAGE PART ENDORSEMENT

Attached to and forming part of POLICY NUMBER: _____ Effective Date: _____				
Named Insured: _____				
<u>Item changed:</u> <u>Reason for change</u>				
LIMITS OF INSURANCE				
\$ _____ each medical incident				
\$ _____ aggregate limit				
Profession: _____				
Classification-describe operations	Code	Rates (a) each (b) per 100	Premium basis (a) bed / donation (b) outpatient visit	Advance Premium
		INCL. INCL. INCL. INCL. INCL.		\$
Minimum premium per location each year \$ _____				
FORMS AND / OR ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART:				

Agency _____

THE CINCINNATI INSURANCE COMPANY

A Stock Insurance Company

CLERGY / COUNSELORS PROFESSIONAL LIABILITY COVERAGE PART DECLARATIONS

Attached to and forming part of POLICY NUMBER: _____			Effective Date _____
Named Insured:			
Limits of Insurance			
\$ _____	Each Incident Limit		
\$ _____	Aggregate Limit		
CLASSIFICATION		CODE	ADVANCE PREMIUM
Clergy / Counselors		20190	\$ _____
FORMS AND / OR ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART:			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CLERGY / COUNSELORS PROFESSIONAL LIABILITY
COVERAGE PART ENDORSEMENT**

Attached to and forming part of POLICY NUMBER: _____ Effective Date _____		
Named Insured: _____		
<u>Item changed:</u>	<u>Reason for change</u>	
Limits of Insurance		
\$ _____ Each Incident Limit		
\$ _____ Aggregate Limit		
CLASSIFICATION	CODE	ADVANCE PREMIUM
Clergy / Counselors	20190	\$
FORMS AND / OR ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART:		

Agency _____

THE CINCINNATI INSURANCE COMPANY

NURSE'S PROFESSIONAL LIABILITY COVERAGE PART DECLARATIONS

Attached to and forming part of POLICY NUMBER: _____ Effective date: _____

Named Insured:

The insured is engaged in practice as a ☐ Nurse (RN), ☐ Licensed Practical Nurse, or ☐ Student Nurse and is duly registered and licensed to practice their profession under the laws of all jurisdictions in which they practice.

Limits of Insurance

\$ _____ Each Medical Incident

\$ _____ Aggregate Limit

CLASSIFICATION	CODE NO.	PREMIUM BASE Each	RATE	ADVANCE PREMIUM
The Nurse's Professional Liability Coverage Part is subject to an annual minimum premium.			TOTAL ANNUAL PREMIUM	\$

FORMS AND / OR ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART:

NURSE'S PROFESSIONAL LIABILITY COVERAGE PART ENDORSEMENT

Attached to and forming part of POLICY NUMBER: _____ Effective date: _____

Named Insured:

Item changed: **Reason for change**

The insured is engaged in practice as a ☐ Nurse (RN), ☐ Licensed Practical Nurse, or ☐ Student Nurse and is duly registered and licensed to practice their profession under the laws of all jurisdictions in which they practice.

Limits of Insurance

\$ _____ Each Medical Incident

\$ _____ Aggregate Limit

CLASSIFICATION	CODE NO.	PREMIUM BASE Each	RATE	ADVANCE PREMIUM
The Nurse's Professional Liability Coverage Part is subject to an annual minimum premium.			TOTAL ANNUAL PREMIUM	\$

FORMS AND / OR ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART:

THE CINCINNATI INSURANCE COMPANY

A Stock Insurance Company

MISCELLANEOUS PROFESSIONAL LIABILITY COVERAGE PART DECLARATIONS

Attached to and forming part of POLICY NUMBER: _____ Effective Date: _____

Named Insured:

Profession of the Insured(s):

Limits of Insurance

\$ _____ Each Incident Limit
\$ _____ Aggregate Limit

CLASSIFICATION	CODE	ADVANCE PREMIUM
		\$ _____

FORMS AND / OR ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MISCELLANEOUS PROFESSIONAL LIABILITY COVERAGE PART ENDORSEMENT

Attached to and forming part of POLICY NUMBER: _____ Effective Date: _____		
Named Insured: _____		
<u>Item changed:</u> <u>Reason for change</u>		
Profession of the Insured(s): 		
Limits of Insurance		
\$ _____ Each Incident Limit		
\$ _____ Aggregate Limit		
CLASSIFICATION	CODE	ADVANCE PREMIUM
		\$ _____
FORMS AND / OR ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART:		

Agency _____

THE CINCINNATI INSURANCE COMPANY

A Stock Insurance Company

RELIGIOUS INSTITUTIONS WRONGFUL ACTS COVERAGE PART DECLARATIONS

Attached to POLICY NUMBER: _____		Effective Date: _____	
Named Insured is the same as it appears in the Common Policy Declarations unless another entry is made here.			
LIMITS OF INSURANCE			
Each Claim Limit	\$	_____	
Aggregate Limit	\$	_____	
Prior and / or Pending Date:			
CLASSIFICATION		CODE	ADVANCE PREMIUM
Wrongful Acts Coverage		20090	\$ _____
FORMS AND / OR ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART:			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**RELIGIOUS INSTITUTIONS
WRONGFUL ACTS
COVERAGE PART ENDORSEMENT**

Attached to and forming part of POLICY NUMBER: _____ Effective Date: _____

Named Insured:

Item changed: Reason for change

LIMITS OF INSURANCE

Each Claim Limit \$ _____

Aggregate Limit \$ _____

Prior and / or Pending Date:

CLASSIFICATION	CODE	ADVANCE PREMIUM
Wrongful Acts Coverage	20090	\$ _____

FORMS AND / OR ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART:

Agency _____

THE CINCINNATI INSURANCE COMPANY

A Stock Insurance Company

COUNTY RECORDER AND / OR COUNTY CLERK'S ERRORS AND OMISSIONS INSURANCE COVERAGE PART DECLARATIONS

Attached to POLICY NUMBER:		Effective Date:		
Named Insured is the same as it appears in the Common Policy Declarations unless another entry is made here.				
Limits of Insurance				
Each Claim		\$ _____		
Aggregate		\$ _____		
Deductible - Each Claim		\$ _____		
CLASSIFICATION	CODE NO.	PREMIUM BASE E- Each	RATE	ADVANCE PREMIUM
County Recorder and / or County Clerk	25000	E)		\$
Each Person on Staff		E)		\$
The County Recorder and / or County Clerk's Errors and Omissions Insurance Coverage Part is subject to an annual minimum premium.	TOTAL ANNUAL PREMIUM			\$
FORMS AND / OR ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART:				

Attached to and forming part of POLICY NUMBER:
Effective Date

Named Insured:

Item changed
Reason for Change

Limits of Insurance

Each Claim

Aggregate

Deductible - Each Claim

CLASSIFICATION	CODE NO.	PREMIUM BASE E- Each	RATE	ADVANCE PREMIUM
County Recorder and / or County Clerk	25000	E)		\$
Each Person on Staff		E)		\$
The County Recorder and / or County Clerk's Errors and Omissions Insurance Coverage Part is subject to an annual minimum premium.	TOTAL ANNUAL PREMIUM			\$

FORMS AND / OR ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART:

Agency

THE CINCINNATI INSURANCE COMPANY

A Stock Insurance Company

INSURANCE AGENTS ERRORS AND OMISSIONS INSURANCE COVERAGE PART DECLARATIONS

Attached to POLICY NUMBER:		Effective Date:		
Named Insured is the same as it appears in the Common Policy Declarations unless another entry is made here.				
Limits of Insurance				
Each Wrongful Act		\$ _____		
Aggregate		\$ _____		
Deductible - Each Wrongful Act		\$ _____		
CLASSIFICATION	CODE NO.	PREMIUM BASE P - Premium Volume / Commission Income E - Each	RATE	ADVANCE PREMIUM
Insurance Agents Errors and Omissions	25060	P)		\$
Licensed Insurance Professionals	25060	E)		\$
Notary Public Errors and Omissions	25065	E)		\$
Sale of Securities, Mutual Funds and Financial Planning Services	23125	E)		\$
The Insurance Agents Errors and Omissions Insurance Coverage Part is subject to an annual minimum premium.	TOTAL ANNUAL PREMIUM			\$
FORMS AND / OR ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART:				

Attached to and forming part of POLICY NUMBER: _____		Effective Date _____	
Named Insured: _____			
Item changed: _____		Reason for change _____	
Limits of Insurance			
Each Wrongful Act	\$	_____	
Aggregate	\$	_____	
Deductible - Each Wrongful Act	\$	_____	
CLASSIFICATION	CODE NO.	PREMIUM BASE P - Premium Volume / Commission Income E - Each	RATE
ADVANCE PREMIUM			
Insurance Agents Errors and Omissions	25060	P)	\$
Licensed Insurance Professionals	25060	E)	\$
Notary Public Errors and Omissions	25065	E)	\$
Sale of Securities, Mutual Funds and Financial Planning Services	23125	E)	\$
The Insurance Agents Errors and Omissions Insurance Coverage Part is subject to an annual minimum premium.	TOTAL ANNUAL PREMIUM		\$
FORMS AND / OR ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART:			

Agency

THE CINCINNATI INSURANCE COMPANY

A Stock Insurance Company

PRINTERS ERRORS AND OMISSIONS INSURANCE COVERAGE PART DECLARATIONS

Attached to POLICY NUMBER:		Effective Date:		
Named Insured is the same as it appears in the Common Policy Declarations unless another entry is made here.				
Limits of Insurance				
Each Wrongful Act		\$ _____		
Aggregate		\$ _____		
Deductible - Each Claim		\$ _____		
CLASSIFICATION	CODE NO.	PREMIUM BASE G - Gross Receipts	RATE	ADVANCE PREMIUM
Low Hazard	25051	G)		\$
Average Hazard	25052	G)		\$
High Hazard	25053	G)		\$
Correction of Work	25054	G)		\$
The Printers Errors and Omissions Insurance Coverage Part is subject to an annual minimum premium.	TOTAL ANNUAL PREMIUM			\$
FORMS AND / OR ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART:				

PRINTERS ERRORS AND OMISSIONS INSURANCE COVERAGE PART ENDORSEMENT

Attached to and forming part of POLICY NUMBER: _____ Effective Date _____				
Named Insured: _____				
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"><u>Item Changed</u></div> <div style="width: 55%;"><u>Reason for change</u></div> </div>				
Limits of Insurance <div style="display: flex; justify-content: space-between;"> <div>Each Wrongful Act</div> <div>\$ _____</div> </div> <div style="display: flex; justify-content: space-between;"> <div>Aggregate</div> <div>\$ _____</div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div>Deductible - Each Claim</div> <div>\$ _____</div> </div>				
CLASSIFICATION	CODE NO.	PREMIUM BASE <small>G - Gross Receipts</small>	RATE	ADVANCE PREMIUM
Low Hazard	25051	G)		\$
Average Hazard	25052	G)		\$
High Hazard	25053	G)		\$
Correction of Work	25054	G)		\$
The Printers Errors and Omissions Insurance Coverage Part is subject to an annual minimum premium.		TOTAL ANNUAL PREMIUM		\$
FORMS AND / OR ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART: <div style="height: 60px;"></div>				

Agency _____

THE CINCINNATI INSURANCE COMPANY

A Stock Insurance Company

REAL ESTATE ERRORS AND OMISSIONS INSURANCE COVERAGE PART DECLARATIONS

Attached to POLICY NUMBER:		Effective Date:		
Named Insured is the same as it appears in the Common Policy Declarations unless another entry is made here.				
Limits of Insurance				
Each Professional Incident		\$ _____		
Aggregate		\$ _____		
Deductible - Each Professional Incident		\$ _____		
CLASSIFICATION	CODE NO.	PREMIUM BASE G - Gross Income E - Each	RATE	ADVANCE PREMIUM
Real Estate Services	25070	G)		\$
Licensed Real Estate Agents	25070	E)		\$
Notary Public Errors and Omissions	25075	E)		\$
The Real Estate Errors and Omissions Insurance Coverage Part is subject to an annual minimum premium,	TOTAL ANNUAL PREMIUM			\$
FORMS AND / OR ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART:				

REAL ESTATE ERRORS AND OMISSIONS INSURANCE COVERAGE PART ENDORSEMENT

Attached to and forming part of POLICY NUMBER: _____		Effective Date _____	
Named Insured: _____			
<u>Item changed</u>		<u>Reason for change</u>	
Limits of Insurance			
Each Professional Incident		\$	_____
Aggregate		\$	_____
Deductible - Each Professional Incident		\$	_____
CLASSIFICATION	CODE NO.	PREMIUM BASE G - Gross Income E - Each	RATE
Real Estate Services	25070	G)	\$
Licensed Real Estate Agents	25070	E)	\$
Notary Public Errors and Omissions	25075	E)	\$
The Real Estate Errors and Omissions Insurance Coverage Part is subject to an annual minimum premium.	TOTAL ANNUAL PREMIUM		\$
FORMS AND / OR ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART:			

Agency _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WRONGFUL ACTS COVERAGE
SUPPLEMENTAL ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**CONDOMINIUM OR HOMEOWNERS ASSOCIATIONS WRONGFUL ACTS COVERAGE PART
RELIGIOUS INSTITUTIONS WRONGFUL ACTS COVERAGE PART**

FORMS AND / OR ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WRONGFUL ACTS COVERAGE AMENDMENT

This endorsement modifies insurance provided under the following:

CONDOMINIUM OR HOMEOWNERS ASSOCIATIONS WRONGFUL ACTS COVERAGE PART
RELIGIOUS INSTITUTIONS WRONGFUL ACTS COVERAGE PART

<u>ITEM CHANGED</u>	<u>REASON FOR CHANGE</u>
---------------------	--------------------------

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WRONGFUL ACTS COVERAGE SCHEDULE

This endorsement modifies insurance provided under the following:

CONDOMINIUM OR HOMEOWNERS ASSOCIATIONS WRONGFUL ACTS COVERAGE PART
RELIGIOUS INSTITUTIONS WRONGFUL ACTS COVERAGE PART

CLASSIFICATION

CODE

ADVANCE PREMIUM

\$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**MEDICAL INSTITUTION PROFESSIONAL LIABILITY COVERAGE
SUPPLEMENTAL ENDORSEMENT**

This endorsement modifies insurance provided under the following:

MEDICAL INSTITUTION PROFESSIONAL LIABILITY COVERAGE PART

FORMS AND / OR ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**MEDICAL INSTITUTION PROFESSIONAL LIABILITY
COVERAGE AMENDMENT**

This endorsement modifies insurance provided under the following:

MEDICAL INSTITUTION PROFESSIONAL LIABILITY COVERAGE PART

ITEM CHANGED REASON FOR CHANGE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MEDICAL INSTITUTION PROFESSIONAL LIABILITY COVERAGE SCHEDULE

This endorsement modifies insurance provided under the following:

MEDICAL INSTITUTION PROFESSIONAL LIABILITY COVERAGE PART

Classification- describe operations	Code	Rates (a) each (b) per 100	Premium basis (a) beds (b) outpatient visit	Advance Premium
--	-------------	---	--	------------------------

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS POLICY CHANGES

This endorsement modifies insurance provided under the following:

**CLERGY / COUNSELORS PROFESSIONAL LIABILITY COVERAGE FORM
CONDOMINIUM OR HOMEOWNERS ASSOCIATIONS WRONGFUL ACTS COVERAGE
FORM - TABLE OF CONTENTS
INSURANCE AGENTS ERRORS AND OMISSIONS INSURANCE COVERAGE FORM -
TABLE OF CONTENTS
LAWYERS PROFESSIONAL LIABILITY COVERAGE FORM - TABLE OF CONTENTS
MEDICAL ARTS PRACTITIONER PROFESSIONAL LIABILITY COVERAGE FORM -
TABLE OF CONTENTS
MEDICAL INSTITUTION PROFESSIONAL LIABILITY COVERAGE FORM - TABLE OF
CONTENTS
NURSES'S PROFESSIONAL LIABILITY POLICY
NURSES' PROFESSIONAL LIABILITY COVERAGE FORM - TABLE OF CONTENTS
REAL ESTATE ERRORS AND OMISSIONS INSURANCE COVERAGE FORM - TABLE
OF CONTENTS
TRAVEL AGENTS ERRORS AND OMISSIONS INSURANCE COVERAGE FORM -
TABLE OF CONTENTS
RELIGIOUS INSTITUTIONS WRONGFUL ACTS COVERAGE FORM - TABLE OF CONTENTS**

SECTION V - DEFINITIONS for the above Coverage Forms are amended to include the following:

"Punitive damages" means damages that may be imposed to punish a wrongdoer and to deter others from similar conduct.

<i>SERFF Tracking Number:</i>	<i>CNNA-125518478</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>The Cincinnati Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>CPRO-08-6009-AR</i>		
<i>TOI:</i>	<i>17.0 Other Liability - Claims Made/Occurrence</i>	<i>Sub-TOI:</i>	<i>17.0000 Other Liability Sub-TOI Combinations</i>
<i>Product Name:</i>	<i>CPRO-08-6009-AR</i>		
<i>Project Name/Number:</i>	<i>/</i>		

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: CNNA-125518478 State: Arkansas
Filing Company: The Cincinnati Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: CPRO-08-6009-AR
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
Product Name: CPRO-08-6009-AR
Project Name/Number: /

Supporting Document Schedules

Review Status:
Satisfied -Name: Uniform Transmittal Document-Property & Casualty **Approved** 03/19/2008
Comments:
PROPERTY AND CASUALTY TRANSMITTAL
Attachment:
F777AR_307[1].pdf

Review Status:
Satisfied -Name: FORM FILING SCHEDULE **Approved** 03/19/2008
Comments:
FORM FILING SCHEDULE
Attachments:
F778IN_[CIC] _1_.pdf
F778IN_[CIC] _2_.pdf
F778IN_[CIC] _3_.pdf
F778IN_[CIC] _4_.pdf
F778IN_[CIC] _5_.pdf
F778IN_[CIC] _6_.pdf
F778IN_[CIC] _7_.pdf
F778IN_[CIC] _8_.pdf
F778IN_[CIC] _9_.pdf
F778IN_[CIC] _10_.pdf
F778IN_[CIC] _11_.pdf
F778IN_[CIC] _12_.pdf

Review Status:
Satisfied -Name: MEMO DESCRIPTION OF REVISIONS **Approved** 03/19/2008
Comments:
MEMO DESCRIPTION OF REVISIONS
Attachments:
a MEMO Description of Revisions PA 101 08 07.pdf
a MEMO Description of Revisions PA 104 08 07.pdf

SERFF Tracking Number: CNNA-125518478 State: Arkansas
Filing Company: The Cincinnati Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: CPRO-08-6009-AR
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
Product Name: CPRO-08-6009-AR
Project Name/Number: /

a MEMO Description of Revisions PA 105 08 07.pdf
a MEMO Description of Revisions PA 106 08 07.pdf
a MEMO Description of Revisions PA 107 08 07.pdf
a MEMO Description of Revisions PA 108 08 07.pdf
a MEMO Description of Revisions PA 110 08 07.pdf
a MEMO Description of Revisions PA 111 08 07.pdf
a MEMO Description of Revisions PA 112 08 07.pdf
a MEMO Description of Revisions PA 113 08 07.pdf
a MEMO Description of Revisions PA 114 08 07.pdf
a MEMO Description of Revisions PA 115 08 07.pdf
a MEMO Description of Revisions PA 116 08 07.pdf
a MEMO Description of Revisions PA 117 08 07.pdf
a MEMO Description of Revisions PA 118 08 07.pdf
a MEMO Description of Revisions PA 120 08 07.pdf
a MEMO Description of Revisions PA 122 08 07.pdf
a MEMO Description of Revisions PA 123 08 07.pdf
a MEMO Description of Revisions PA 128 08 07.pdf
a MEMO Description of Revisions PA 132 08 07.pdf

SERFF Tracking Number: *CNNA-125518478* *State:* *Arkansas*
Filing Company: *The Cincinnati Insurance Company* *State Tracking Number:* *EFT \$50*
Company Tracking Number: *CPRO-08-6009-AR*
TOI: *17.0 Other Liability - Claims Made/Occurrence* *Sub-TOI:* *17.0000 Other Liability Sub-TOI Combinations*
Product Name: *CPRO-08-6009-AR*
Project Name/Number: */*

Satisfied -Name: **MEMORANDUM** **Review Status:**
Comments: **Approved** **03/19/2008**
Attachment:
MEMOF.pdf

Property & Casualty Transmittal Document

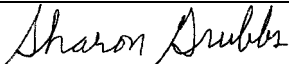
1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only	
	a. Date the filing is received:	
	b. Analyst:	
	c. Disposition:	
	d. Date of disposition of the filing:	
	e. Effective date of filing:	
	New Business	
	Renewal Business	
	f. State Filing #:	
	g. SERFF Filing #:	
h. Subject Codes		

3. Group Name	Group NAIC #
The Cincinnati Insurance Company	0244

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
The Cincinnati Insurance Company	Ohio	0244-10677	31-0542366	03

5. Company Tracking Number	CPRO-08-6009-AR
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6. Name and address	Title	Telephone #s	FAX #	e-mail
Sharon Grubbs 6200 South Gilmore Road Fairfield, Ohio 45014	Senior Filing Analyst	513-870-2091	513-870-2097	sharon_grubbs@cinfina.com
7. Signature of authorized filer				
8. Please print name of authorized filer		Sharon Grubbs		

Filing information (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)	Division Seven - Professional Liability
10. Sub-Type of Insurance (Sub-TOI)	Division Seven - Professional Liability
11. State Specific Product code(s) (if applicable)[See State Specific Requirements]	n/a
12. Company Program Title (Marketing title)	n/a
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input checked="" type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: 09/01/08 Renewal:
15. Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16. Reference Organization (if applicable)	n/a
17. Reference Organization # & Title	n/a
18. Company's Date of Filing	03/03/08
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document—

20.	This filing transmittal is part of Company Tracking #	CPRO-08-6009-AR
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21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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See Memorandum

22.	Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
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Check #: EFT FILING
Amount: \$50

Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.

*****Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)
 (Do **not** refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #		CPRO-08-6009-AR		
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)		CPRO-08-6007-AR		
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	LAWYER'S PROFESSIONAL LIABILITY APPLICATION	CA 1082 08 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	CA-1082 (3/06)	CPRO-06-6011-AR
02	PROFESSIONAL LIABILITY APPLICATION (PODIATRISTS)	LC 1070 09 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	LC 1070 08 07	CPRO-07-6008-AR
03	REAL ESTATE ERRORS AND OMISSIONS APPLICATION	MP 1007 08 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	MP-1007 (1/98)	N/A
04	INSURANCE AGENTS AND BROKERS ERRORS AND OMISSIONS APPLICATION	MP 1010 08 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	MP-1010 (7/00)	CPRO-00-6012-AR
05	MEDICAL PROFESSIONAL LIABILITY APPLICATION	PA 002 08 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	PA-002 (4/03)	CPRO-03-6011-AR
06	TRAVEL AGENTS ERRORS AND OMISSIONS APPLICATION	PA 009 08 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	PA-009 (1/98)	N/A
07	COSMETOLOGY OR BARBERING SCHOOL PROFESSIONAL LIABILITY SUPPLEMENTAL APPLICATION	PA 010 08 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	PA-010 (1/00)	N/A
08	RELIGIOUS INSTITUTIONS WRONGFUL ACTS QUESTIONNAIRE	PA 016 08 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	PA-016 (10/01)	CPR0-02-6011-AR
09	DENTIST'S PROFESSIONAL LIABILITY RENEWAL QUESTIONNAIRE	PA 435 08 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	PA 435 12 05	CPRO-06-6011-AR
10	NURSE'S PROFESSIONAL LIABILITY APPLICATION	PP 001 08 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	PP-001 (1/98)	N/A

FORM FILING SCHEDULE

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1.	This filing transmittal is part of Company Tracking #		CPRO-08-6009-AR		
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)		CPRO-08-6007-AR		
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
11	NURSE'S PROFESSIONAL LIABILITY POLICY	PA 101 08 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	PA 101 05 06	CPRO-06-6015-AR
12	NURSE'S PROFESSIONAL LIABILITY POLICY DECLARATIONS	PA 102 08 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	PA 102 08 02	CPRO-03-6004-AR
13	TRAVEL AGENTS ERRORS AND OMISSIONS INSURANCE COVERAGE FORM	PA 104 08 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	PA 104 10 01	CPRO-02-6002-AR
14	LAWYER'S PROFESSIONAL LIABILITY COVERAGE FORM	PA 105 08 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	PA 105 01 86	N/A
15	MEDICAL ARTS PRACTITIONER PROFESSIONAL LIABILITY COVERAGE FORM	PA 106 08 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	PA 106 01 86	N/A
16	ANIMAL SERVICES PROFESSIONAL LIABILITY COVERAGE FORM	PA 107 08 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	PA 107 12 92	N/A
17	COSMETOLOGISTS AND BARBERS PROFESSIONAL LIABILITY COVERAGE FORM	PA 108 08 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	PA 108 01 00	N/A
18	CONDOMINIUM OR HOMEOWNERS ASSOCIATIONS WRONGFUL ACTS COVERAGE FORM	PA 110 08 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	PA 110 12 99	CPRO-00-6009-AR
19	COUNTY RECORDER AND/OR COUNTY CLERK'S ERRORS AND OMISSIONS INSURANCE COVERAGE FORM	PA 111 08 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	PA 111 01 86	N/A
20	RELIGIOUS INSTITUTIONS WRONGFUL ACTS COVERAGE FORM	PA 112 08 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	PA 112 12 99	CPRO-00-6002-AR

FORM FILING SCHEDULE

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1.	This filing transmittal is part of Company Tracking #		CPRO-08-6009-AR		
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)		CPRO-08-6007-AR		
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
21	EMERGENCY MEDICAL TECHNICIAN PROFESSIONAL LIABILITY COVERAGE FORM	PA 113 08 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	PA 113 05 87	N/A
22	MEDICAL INSTITUTION PROFESSIONAL LIABILITY COVERAGE FORM	PA 114 08 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	PA 114 06 93	N/A
23	INSURANCE AGENTS ERRORS AND OMISSIONS INSURANCE COVERAGE FORM	PA 115 08 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	PA 115 04 91	N/A
24	CLERGY / COUNSELORS PROFESSIONAL LIABILITY COVERAGE FORM	PA 116 08 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	PA 116 03 03	CPRO-03-6011-AR
25	PRINTERS ERRORS AND OMISSIONS INSURANCE COVERAGE FORM	PA 117 08 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	PA 117 05 92	N/A
26	REAL ESTATE ERRORS AND OMISSIONS INSURANCE COVERAGE FORM	PA 118 08 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	PA 118 07 95	N/A
27	PEDORTHISTS PROFESSIONAL LIABILITY	PA 120 08 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	PA 120 10 01	CPRO-02-6002-AR
28	NURSE'S PROFESSIONAL LIABILITY COVERAGE FORM	PA 122 08 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	PA 122 07 87	N/A
29	MISCELLANEOUS PROFESSIONAL LIABILITY COVERAGE FORM	PA 123 08 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	PA 123 06 94	N/A
30	DENTIST'S PROFESSIONAL LIABILITY OCCURRENCE COVERAGE FORM	PA 128 08 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	PA 128 09 04	CPRO-06-6011-AR

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)
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1.	This filing transmittal is part of Company Tracking #		CPRO-08-6009-AR		
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)		CPRO-08-6007-AR		
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
31	COSMETOLOGY OR BARBERING SCHOOL PROFESSIONAL LIABILITY COVERAGE FORM	PA 132 08 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	PA 132 01 00	N/A
32	DEPARTMENT OF PROFESSIONAL REGULATION (DPR) COVERAGE	PA 205 08 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	PA 205 05 00	CPRO-01-6003-AR
33	MEDICAL WASTE DEFENSE EXPENSES REIMBURSEMENT COVERAGE	PA 206 08 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	PA 206 04 98	N/A
34	ELECTROLYSIS COVERAGE	PA 207 08 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	PA 207 01 00	N/A
35	STATE BOARD OF VETERINARY MEDICAL EXAMINERS (SBVME) SUPPLEMENTARY PAYMENTS COVERAGE	PA 208 08 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	PA 208 02 06	CPRO-06-6011-AR
36	EXCLUSION - BUSINESS ENTITY PROFESSIONAL LIABILITY COVERAGE (COVERAGE B)	PA 320 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	-----	-----
37	OPTOMETRISTS AMENDATORY ENDORSEMENT	PA 321 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	-----	-----
38	BLOOD BANK PROFESSIONAL LIABILITY ENDORSEMENT	PA 4051 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	-----	-----
39	DIAGNOSTIC TESTING LABORATORIES PROFESSIONAL LIABILITY ENDORSEMENT	PA 4054 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	-----	-----
40	PRIOR ACTS COVERAGE ENDORSEMENT (Animal Services; Clergy/ Counselors; and Miscellaneous Professional)	PA 4055 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	-----	-----

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)
 (Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #		CPRO-08-6009-AR		
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)		CPRO-08-6007-AR		
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
41	PRIOR ACTS COVERAGE ENDORSEMENT (Cosmetologists/Barbers; and Cosmetology/Barbering School Professional)	PA 4056 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	-----	-----
42	PRIOR ACTS COVERAGE ENDORSEMENT (County Recorder/County Clerk's E&O; and Teacher's Professional)	PA 4057 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	-----	-----
43	PRIOR ACTS COVERAGE ENDORSEMENT (EMT Professional)	PA 4058 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	-----	-----
44	PRIOR ACTS COVERAGE ENDORSEMENT (Health Care Facility; Medical Institution; and Nurse's Professional)	PA 4059 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	-----	-----
45	PRIOR ACTS COVERAGE ENDORSEMENT (Insurance Agents; and Printers E&O)	PA 4060 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	-----	-----
46	PRIOR ACTS COVERAGE ENDORSEMENT (Medical Arts Practitioner Professional)	PA 4061 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	-----	-----
47	PRIOR ACTS COVERAGE ENDORSEMENT ((Lawyer's Professional)	PA 4062 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	-----	-----
48	PRIOR ACTS COVERAGE ENDORSEMENT (Real Estate E&O)	PA 4063 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	-----	-----
49	AMENDMENT - COMBINED AGGREGATE LIMIT OF INSURANCE	PA 4064 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	-----	-----
50	PROFESSIONAL LIABILITY SEPARATE LIMITS OF INSURANCE FOR DESIGNATED INSURED	PA 413 02 98	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	PA 413 08 89	N/A

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)
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1.	This filing transmittal is part of Company Tracking #		CPRO-08-6009-AR		
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3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
51	DENTIST'S PROFESSIONAL PRIOR ACTS OR OMISSIONS EXTENSION	PA 421 08 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	PA 421 10 93	N/A
52	SALE OF SECURITIES, MUTUAL FUNDS AND FINANCIAL PLANNING SERVICES ENDORSEMENT	PA 423 08 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	PA 423 04 91	N/A
53	CORRECTION OF WORK ENDORSEMENT	PA 499 08 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	PA 499 09 00	CPRO-01-6003-AR
54	TRAVEL AGENTS ERRORS AND OMISSIONS INSURANCE COVERAGE PART DECLARATIONS	PA 504 08 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	PA 504 10 01	CPRO-02-6002-AR
55	TRAVEL AGENTS ERRORS AND OMISSIONS INSURANCE COVERAGE PART ENDORSEMENT	PA 504E 08 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	PA 504E 10 01	CPRO-02-6002-AR
56	LAWYER'S PROFESSIONAL LIABILITY COVERAGE PART DECLARATIONS	PA 505 08 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	PA 505 08 92	N/A
57	LAWYER'S PROFESSIONAL LIABILITY COVERAGE PART ENDORSEMENT	PA 505E 08 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	PA 505E 08 92	N/A
58	MEDICAL ARTS PRACTITIONERS PROFESSIONAL LIABILITY COVERAGE PART DECLARATIONS	PA 506 08 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	PA 506 03 94	N/A
59	MEDICAL ARTS PRACTITIONER PROFESSIONAL LIABILITY COVERAGE PART ENDORSEMENT	PA 506E 08 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	PA 506E 03 94	N/A
60	ANIMAL SERVICES PROFESSIONAL LIABILITY COVERAGE PART DECLARATIONS	PA 507 08 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	PA 507 01 93	N/A

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61	ANIMAL SERVICES PROFESSIONAL LIABILITY COVERAGE PART ENDORSEMENT	PA 507E 08 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	PA 507E 01 93	N/A
62	CONDOMINIUM OR HOMEOWNERS ASSOCIATIONS WRONGFUL ACTS COVERAGE PART DECLARATIONS	PA 510 08 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	PA 510 03 96	N/A
63	CONDOMINIUM OR HOMEOWNERS ASSOCIATIONS WRONGFUL ACTS COVERAGE PART ENDORSEMENT	PA 510E 08 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	PA 510E 03 96	N/A
64	EMERGENCY MEDICAL TECHNICIAN PROFESSIONAL LIABILITY COVERAGE PART DECLARATIONS	PA 513 08 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	PA 513 07 02	N/A
65	EMERGENCY MEDICAL TECHNICIAN PROFESSIONAL LIABILITY COVERAGE PART ENDORSEMENT	PA 513E 08 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	PA 513E 07 02	CPRO-02-6016-AR
66	MEDICAL INSTITUTION PROFESSIONAL LIABILITY COVERAGE PART DECLARATIONS	PA 514 08 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	PA 514 01 92	N/A
67	MEDICAL INSTITUTION PROFESSIONAL LIABILITY COVERAGE PART ENDORSEMENT	PA 514E 08 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	PA 514E 01 92	N/A
68	CLERGY / COUNSELORS PROFESSIONAL LIABILITY COVERAGE PART DECLARATIONS	PA 516 08 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	PA 516 03 03	CPRO-03-6011-AR
69	CLERGY / COUNSELORS PROFESSIONAL LIABILITY COVERAGE PART ENDORSEMENT	PA 516E 08 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	PA 516E 03 03	CPRO-03-6011-AR
70	NURSE'S PROFESSIONAL LIABILITY COVERAGE PART DECLARATIONS	PA 522 08 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	PA 522 01 92	N/A

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71	NURSE'S PROFESSIONAL LIABILITY COVERAGE PART ENDORSEMENT	PA 522E 08 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	PA 522E 01 92	N/A
72	MISCELLANEOUS PROFESSIONAL LIABILITY COVERAGE PART DECLARATIONS	PA 523 08 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	PA 523 01 92	N/A
73	MISCELLANEOUS PROFESSIONAL LIABILITY COVERAGE PART ENDORSEMENT	PA 523E 08 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	PA 523E 01 92	N/A
74	RELIGIOUS INSTITUTIONS WRONGFUL ACTS COVERAGE PART DECLARATIONS	PA 527 08 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	PA 527 06 96	N/A
75	RELIGIOUS INSTITUTIONS WRONGFUL ACTS COVERAGE PART ENDORSEMENT	PA 527E 08 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	PA 527E 06 96	N/A
76	COUNTY RECORDER AND / OR COUNTY CLERK'S ERRORS AND OMISSIONS INSURANCE COVERAGE PART DECLARATIONS	PA 532 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	-----	-----
77	COUNTY RECORDER AND / OR COUNTY CLERK'S ERRORS AND OMISSIONS INSURANCE COVERAGE PART ENDORSEMENT	PA 532E 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	-----	-----
78	INSURANCE AGENTS ERRORS AND OMISSIONS INSURANCE COVERAGE PART DECLARATIONS	PA 533 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	-----	-----
79	INSURANCE AGENTS ERRORS AND OMISSIONS INSURANCE COVERAGE PART ENDORSEMENT	PA 533E 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	-----	-----
80	PRINTERS ERRORS AND OMISSIONS INSURANCE COVERAGE PART DECLARATIONS	PA 534 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	-----	-----

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81	PRINTERS ERRORS AND OMISSIONS INSURANCE COVERAGE PART ENDORSEMENT	PA 534E 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	-----	-----
82	REAL ESTATE ERRORS AND OMISSIONS INSURANCE COVERAGE PART DECLARATIONS	PA 535 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	-----	-----
83	REAL ESTATE ERRORS AND OMISSIONS INSURANCE COVERAGE PART ENDORSEMENT	PA 535E 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	-----	-----
84	WRONGFUL ACTS COVERAGE SUPPLEMENTAL ENDORSEMENT	PA 907 08 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	PA 907 01 92	N/A
85	WRONGFUL ACTS COVERAGE AMENDMENT	PA 908 08 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	PA 908 01 92	N/A
86	WRONGFUL ACTS COVERAGE SCHEDULE	PA 909 08 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	PA 909 01 92	N/A
87	MEDICAL INSTITUTION PROFESSIONAL LIABILITY COVERAGE SUPPLEMENTAL ENDORSEMENT	PA 910 08 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	PA 910 01 92	N/A
88	MEDICAL INSTITUTION PROFESSIONAL LIABILITY COVERAGE AMENDMENT	PA 911 08 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	PA 911 01 92	N/A
89	MEDICAL INSTITUTION PROFESSIONAL LIABILITY COVERAGE SCHEDULE	PA 918 08 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	PA 918 08 94	N/A
90	ARKANSAS CHANGES	PA 458 AR 08 94	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn	-----	N/A

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91	DENTIST'S PROFESSIONAL LIABILITY CLAIMS-MADE COVERAGE FORM	PA 127 07 95	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn	-----	N/A
92	PROFESSIONAL SERVICES INDEPENDENT CONTRACTORS	PA 202 10 97	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn	-----	N/A
93	EXCLUSION - LEAD LIABILITY	PA 301 07 95	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn	-----	N/A
94	FUNGI OR BACTERIA EXCLUSION	PA 310 03 02	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn	-----	N/A
95	FINES, PENALTIES PUNITIVE, EXEMPLARY, MULTIPLIED OR UNINSURABLE DAMAGES EXCLUSION	PA 312 01 03	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn	-----	N/A
96	EMPLOYMENT-RELATED PRACTICES EXCLUSION	PA 314 03 04	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn	-----	N/A
97	ABUSE OR MOLESTATION EXCLUSION	PA 315 11 04	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn	-----	N/A
98	ABUSE OR MOLESTATION EXCLUSION	PA 316 11 04	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn	-----	N/A
99	ABUSE OR MOLESTATION EXCLUSION	PA 317 11 04	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn	-----	N/A
100	PRIOR ACTS OR OMISSIONS EXTENSION ENDORSEMENT	PA 403 07 87	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn	-----	N/A

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101	RESIDENT-INTER-FELLOW ENDORSEMENT	PA 404 01 87	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn	-----	N/A
102	EXTENDED REPORTING PERIOD AMENDMENT	PA 434 09 93	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn	-----	N/A
103	ARKANSAS POLICY CHANGES	PA 407 AR 02 08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	PA 407 AR 02 88	N/A
104	EXCLUSION OF COVERAGE FOR SPECIFIC CLAIMANTS	PA 436 09 93	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn	-----	N/A
105	REDUCTION OF LIMITS OF INSURANCE	PA 438 09 93	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn	-----	N/A
106	LIMITS OF INSURANCE FOR PRIOR DENTAL INCIDENTS	PA 439 09 93	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn	-----	N/A
107	PRIOR ACTS OR OMISSIONS -ERRORS AND OMISSIONS OR PROFESSIONAL	PA 444 06 96	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn	-----	N/A
108	PATHOLOGISTS AND RADIOLOGISTS AS INSURED	PA 494 10 99	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn	-----	N/A
109	AMENDMENT - COMBINED AGGREGATE LIMIT OF INSURANCE	PA 495 10 99	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn	-----	N/A
110	ERRORS AND OMISSIONS INSURANCE COVERAGE PART DECLARATIONS	PA 515 08 92	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn	-----	N/A

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111	ERRORS AND OMISSIONS INSURANCE COVERAGE PART ENDORSEMENT	PA 515E 08 92	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn	-----	N/A
112	DENTIST'S PROFESSIONAL LIABILITY COVERAGE PART DECLARATIONS (CLAIMS- MADE)	PA 525 01 97	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn	-----	N/A
113	DENTIST'S PROFESSIONAL LIABILITY COVERAGE PART ENDORSEMENT (CLAIMS- MADE)	PA 525E 01 97	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn	-----	N/A
114			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
115			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
116			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
117			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
118			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
119			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
120			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

NURSE'S PROFESSIONAL LIABILITY POLICY PA 101 08 07

DESCRIPTION OF REVISIONS

Section	Revision	Effect	Broadening Restriction Clarification
Title:	Changed the title to "Policy" in lieu of "Coverage Form" in order to better distinguish this stand-alone policy from its package policy Coverage Form counterpart, PA 122.	No effect on coverage.	C
Section I – Coverage:			
• Insuring Agreement:	Added reference to right and duty to defend and right to investigate to the first paragraph, 1.a., rather than subparagraph 1.a.(2) where it is currently referenced	No change in coverage. Merely brings form into compliance with common format regimen.	C
	Added statement to paragraph 1.a. that we have no duty to defend suits seeking damages to which this insurance does not apply	No change in coverage. Merely brings form into compliance with common format regimen.	C
	Added statement at the end of paragraph 1.a. that we have no other obligations or liability to pay sums unless provided for in the Supplementary Payments	No change in coverage. Merely brings form into compliance with common format regimen.	C
	Added paragraph b. to: (1) Require that medical incidents take place in the coverage territory; and (2) Require that the injury occur during the coverage term.	No change in coverage. Merely brings form into compliance with common format regimen.	C
• Exclusions:			
○ Added:	Abuse or Molestation Exclusion	No change in coverage, as this merely builds in exclusion added by endorsement, PA 315 to all policies.	C
	Aircraft, Auto or Watercraft Exclusion	Added per ISO Hospital Professional Liability Coverage Form PR 00 03 12 97.	R
	Asbestos Exclusion	Eliminates coverage for liability arising from the presence of asbestos.	R
	Contractual Liability Exclusion	Eliminates coverage for liability assumed in contracts, except that which would exist	R

NURSE'S PROFESSIONAL LIABILITY POLICY PA 101 08 07

DESCRIPTION OF REVISIONS

Section	Revision	Effect	Broadening Restriction Clarification
		absence the contract.	
	Discrimination	Added to clarify that such exposures are not insured under this form.	C
	Employer's Liability Exclusion	Industry standard exclusion. No change in coverage.	C
	Employment-Related Practices Exclusion	No real change in coverage, as such liability would not fit within the parameters of the insuring agreement. Added as a clarification.	C
	Nuclear Exclusion	Eliminates coverage for liability arising from the hazardous properties of nuclear material. Such liability is typically excluded in all coverage forms by the insurance industry.	R
	Pollutant Exclusion	Industry standard exclusion of liability arising from the release of pollutants.	R
	Violation Of An Antitrust Law Exclusion	Added per ISO Hospital Professional Liability Coverage Form PR 00 03 12 97. Industry standard exclusion added as a clarification, as such liability does not actually fall within the insuring agreement.	C
	War Exclusion	Industry standard exclusion for liability arising from war and war like actions.	R
	Workers' Compensation and Similar Laws	Industry standard exclusion used to exclude coverage for exposures insured elsewhere.	C
• Supplementary Payments:	Replaced the lead in statement with one from the CGL form.	Distinguishes between investigating claims and defending suits, no change in coverage.	C
	Replaced paragraph b. with the corresponding language from the CGL form.	This change: (1) Ties the covered expenses to the investigation or defense of a claim or suit; and (2) Increase the loss of	B

NURSE'S PROFESSIONAL LIABILITY POLICY PA 101 08 07

DESCRIPTION OF REVISIONS

Section	Revision	Effect	Broadening Restriction Clarification
		earnings limit from \$100 to \$250 per day to match the CGL.	
	We are revising the Supplementary Payments Section to more explicitly express underwriting intent. The intent of the provision "all costs taxed against the insured" is to provide coverage for <u>court</u> costs taxed against the insured and not to provide coverage for the plaintiff's attorneys' fees or expenses taxed against the insured. There is no impact on coverage.	Clarifies intent of the Coverage Form.	C
	Replaced paragraph e. with the latest language regarding prejudgment interest from our CGL form.	Clarifies that the amount of prejudgment interest we owe is that calculated on the amount of the judgment that falls within our limit of insurance. No change in coverage.	C
Section III – Limits of Insurance:	Revised Paragraph 1. to reference a. Insureds.	The policy limits of insurance apply collectively to all insureds. No change in coverage.	C
	Revised paragraph 2. to reference "...the sum of all..."	Just adds additional clarification that the aggregate limit applies to the sum of all damages from all claims or suits during the coverage term.	C
	Revised paragraph 3. to apply to any one "medical incident" in lieu of claim or "suit".	No change in coverage.	C
	Replaced the last paragraph with a reference to the "coverage term".	No change in coverage.	C
Section IV – Conditions:	Revised Condition 4. Duties in the Event of... by: 1) Replacing "Occurrence" with "Medical Incident" in the title; and 2) replacing "... at their own cost..." with "... at that insured's own cost..." in paragraph d.	No change in coverage.	C

NURSE'S PROFESSIONAL LIABILITY POLICY PA 101 08 07

DESCRIPTION OF REVISIONS

Section	Revision	Effect	Broadening Restriction Clarification
	Added Condition 6. Liberalization per latest CGL standard.	Now changes that broaden coverage under this coverage form at no additional cost are automatically included during the policy period.	B
	Revised Condition 7. Other Insurance to be purely excess, except with respect to coverage written specifically to be excess of this insurance.	No effect on the insured. Puts our layer of coverage excess of any others available to the insured, except that written specifically as excess of our form (i.e., an umbrella or excess policy scheduling our policy).	C
	Added Condition 13. When We Do Not Renew.	No change in coverage.	C
Section V – Definitions:			
○ Added:	Ambulance	Used in the exception to the Aircraft, Auto or Watercraft exclusion for the loading or unloading of residents to and from ambulances.	B
	Bodily injury	Used in the Employer's Liability Exclusion.	C
	Coverage term	Used in the insuring agreement and elsewhere to clarify how a multi-year policy applies.	C
	Employee	Used in conjunction with Section II – Who Is An Insured.	C
	Leased worker	Included within the definition of employee.	C
	Pollutant	Used in conjunction with the new exclusion of pollutants.	R
	Professional services	Used in conjunction with the term “medical incident” to delineate what professional services are insured.	C
	Temporary worker	Used within the definition of employee, this is a class of worker not included as an employee.	C

NURSE'S PROFESSIONAL LIABILITY POLICY PA 101 08 07

DESCRIPTION OF REVISIONS

Section	Revision	Effect	Broadening Restriction Clarification
	Workplace	Used within the Employer's Liability exclusion.	C
○ Revised:	Damages	Now exclude fines, penalties, multiplied and punitive damages. No change in coverage.	C
	Medical incident	The definition now: 1) Refers to negligent, acts, errors, omissions or malpractice (negligent, error and malpractice were added); 2) The term "professional services" has been included to encompass those services insured; 3) Added references to acts of someone under an insured's supervision, which was previously referenced within the insuring agreement (i.e., someone for whom the insured was legally liable); 4) The reference to service on a professional board was moved here from the insuring agreement; and 5) The last paragraph concerning what constitutes a single "medical incident" was revised to also reference incidents involving service on a professional board.	C
	Suit	Matches latest ISO standards. No change in coverage.	C

TRAVEL AGENTS ERRORS AND OMISSIONS INSURANCE COVERAGE FORM PA 104 08 07

DESCRIPTION OF REVISIONS

Section	Revision	Effect	Broadening Restriction Clarification
Section I – Coverage:			
o Insuring Agreement:			
	Added reference to the deductible in the insuring agreement.	No change in coverage, as a deductible always applied.	C
	Added quotation marks to the newly defined term “damages”.	Defined term clarifies that only compensatory money damages are covered.	C
	Added reference to injury arising directly from a “travel agency incident”.	No change in coverage, only clarifies what injury must arise from in order for coverage to apply.	C
	Revised paragraph 1.b. by: A) Revising the coverage trigger to respond to the earlier of an injury occurring during the “coverage term” or <u>beginning to occur</u> ; and B) Linking the prior acts coverage to the parameters of new Section VI – Prior Acts.	No change in coverage, only clarifies which policy period applies to a claim.	C
o Exclusions:			
	Added: Abuse or Molestation Exclusion.	No change in coverage, as this merely builds in exclusion added by endorsement, PA 316 to all policies.	C
	Added: Asbestos Exclusion	Added to clarify that such exposures are not addressed by this coverage form.	C
	Added: Bankruptcy, Insolvency, Receivership or Cessation of Operations Exclusion	Clarifies that coverage does not apply to claims arising from the financial failure of other businesses.	C
	Revised: Bodily Injury, Property Damage or Personal and Advertising Injury Exclusion	Revised the exception to require that the injury arise <u>directly</u> from a “travel agency incident”.	C
	Added: Breach of Contract or Warranty and	Precludes coverage for such offenses or	R

TRAVEL AGENTS ERRORS AND OMISSIONS INSURANCE COVERAGE FORM PA 104 08 07

DESCRIPTION OF REVISIONS

Section	Revision	Effect	<u>Broadening Restriction Clarification</u>
	Administrative or Regulatory Actions Exclusion	actions.	
	Added: Breach of Contract, Failure to Perform, Wrong Description and Violation of Another's Rights Exclusion	Added to provide parameters to the extent to which personal and advertising injury coverage applies to liability arising from a "travel agency incident".	R
	Added: Breach of Fiduciary Duty Exclusion	Restriction of coverage.	R
	Added: Common Control Exclusion	Eliminates coverage for claims brought by entities controlled by the named insured.	R
	Added: Deceptive Trade practices and Antitrust Exclusion	Clarifies that liability arising from these actual or alleged practices is not insured here, if insurable at all under public policy.	C
	Added: Discrimination Exclusion	Excludes exposure which is uninsurable by public policy in most cases.	C
	Added: Dishonest, Fraudulent, Criminal or Malicious Acts Exclusion	Added to clarify that such acts are not insurable under this coverage form.	C
	Added: Distribution of Material in Violation of Statutes Exclusion	Added to clarify that such exposures (which are excluded under the CGL) are also not insured here.	C
	Added: Electronic Chatrooms or Bulletin Boards Exclusion	Added to clarify that such exposures (which are excluded under the CGL) are also not insured here.	C
	Added: Electronic Data Exclusion	Added to clarify that such exposures (which are excluded under the CGL) are also not insured here.	C
	Added: ERISA Exclusion	Added to clarify that such exposures are not insured here, as they are more appropriately insured elsewhere (i.e., Fidelity Bonds and Fiduciary Liability	C

**TRAVEL AGENTS ERRORS AND OMISSIONS
INSURANCE COVERAGE FORM PA 104 08 07
DESCRIPTION OF REVISIONS**

Section	Revision	Effect	Broadening Restriction Clarification
		Policies), to the extent they are insurable.	
	Added: Falsity, Prior Publication, Criminal Act and Media and Internet Type Businesses Exclusion	Added to provide parameters to the extent to which personal and advertising injury coverage applies to liability arising from a "travel agency incident".	R
	Added: Foreign Trade or Travel Laws Exclusion	Added to clarify that liability arising from the violation of such laws is not insurable under this coverage form.	C
	Added: Infringement of Copyright, Patent, Trademark or Trade Secret Exclusion	Added to clarify that such exposures are not insured under this coverage form.	C
	Added: Insurance Exclusion	Excludes liability arising out of the procurement or failure to procure an insurance product.	R
	Added: Insured Versus Insured Exclusion	Eliminates coverage for claims brought by other insureds under the policy.	R
	Added: Labor Laws Exclusion	Excludes liability arising out of the violation of the Fair Labor Standards Act or similar laws.	R
	Added: Medical Services Exclusion	Clarifies that coverage is not provided for liability arising out of providing or failing to provide such services.	C
	Added: Nuclear Exclusion	Standard exclusion added to clarify that such exposures are not insured under this coverage form.	C
	Added: Other Operations Exclusion	Added to clarify that only operations specified in the definition of "professional travel agency services" are insured under this contract.	C
	Added: Owned Conveyance Exclusion	Added to exclude liability arising from any	R

**TRAVEL AGENTS ERRORS AND OMISSIONS
INSURANCE COVERAGE FORM PA 104 08 07
DESCRIPTION OF REVISIONS**

Section	Revision	Effect	<u>Broadening Restriction Clarification</u>
		means of transportation owned or operated by the insured.	
	Added: Pollutant Exclusion	Standard exclusion added to clarify that such exposures are not insured under this coverage form.	C
	Added: Pricing Exclusion	Excludes liability arising from failure to secure advertised pricing or the misquoting of pricing, terms or conditions.	R
	Added: Property Damage Exclusion	Added to exclude liability arising from property owned, rented, occupied, loaned or in the care, custody or control of an insured..	R
	Added: Securities Actions Exclusion	Added to clarify that such exposures are not the subject of this insurance.	C
	Added: Sports or Recreation Equipment Exclusion	Excludes liability arising out of the sale, rental or distribution of such equipment.	R
	Added: Un-entitled Gain, Profit or Advantage Exclusion	Excludes liability arising out of various fiduciary exposures an insured may have.	R
	Added: War Exclusion	Standard exclusion added to clarify that such exposures are not insured under this coverage form.	C
	Added: Worker's Compensation and Similar Laws Exclusion	Standard exclusion added to clarify that such exposures are not insured under this coverage form.	C
o Supplementary Payments:	We are revising the Supplementary Payments Section to more explicitly express underwriting intent. The intent of the provision "all costs taxed against the	Clarifies intent of the Coverage Form.	C

TRAVEL AGENTS ERRORS AND OMISSIONS INSURANCE COVERAGE FORM PA 104 08 07

DESCRIPTION OF REVISIONS

Section	Revision	Effect	Broadening Restriction Clarification
	insured" is to provide coverage for <u>court</u> costs taxed against the insured and not to provide coverage for the plaintiff's attorneys' fees or expenses taxed against the insured. There is no impact on coverage.		
	Replaced paragraph d. with the latest language regarding prejudgment interest from our CGL form.	Clarifies that the amount of prejudgment interest we owe is that calculated on the amount of the judgment that falls within our limit of insurance. No change in coverage.	C
Section III – Limits of Insurance:	Revised paragraph 2. by adding quotation marks to the newly defined term “damages” and referencing “... all ‘damages’ arising out of any one ‘interrelated injury’.”	Clarifies that the each incident limit is the most we’ll pay for all “damages” arising from “interrelated injury”.	C
	Revised paragraph 3. by adding quotation marks to the newly defined term “damages” and adding clarifying statements to the effect that the aggregate applies to “... <u>the sum of all</u> ‘damages’.”	No change in coverage.	C
	Revised paragraph 4. to clarify that the deductible applies once with respect to all “damages” arising from a “travel agency incident” or “interrelated travel agency incidents”.	Broadens coverage as previously the deductible applied to each individual claim.	B
	Added paragraph 5. to delineate the insured’s responsibilities to reimburse us for amounts paid within the deductible or in excess of the limit to settle a claim or satisfy a judgment.	Added as a clarification of the insureds responsibilities. No change in coverage.	C

TRAVEL AGENTS ERRORS AND OMISSIONS INSURANCE COVERAGE FORM PA 104 08 07

DESCRIPTION OF REVISIONS

Section	Revision	Effect	Broadening Restriction Clarification
	The last sentence/paragraph replaces former last paragraph.	No change in coverage. The newly defined term "coverage term" encapsulates the verbiage formerly set out here about how limits apply to annual terms.	C
Section IV – Conditions:	Revised Condition 4. Liberalization per latest CGL standard.	Liberalization now applies to revisions made up to 60 days prior to the beginning of the policy period, rather than 45 days..	B
	Added Condition 5. Multi-Year Policies	No change in coverage. Just states that if we issue coverage on a multi-year basis we can re-rate at each anniversary based on current rates.	C
	Revised Condition 6. Other Insurance to be purely excess, except with respect to coverage written specifically to be excess of this insurance.	No effect on the insured. Puts our layer of coverage excess of any others available to the insured, except that written specifically as excess of our form (i.e., an umbrella or excess policy scheduling our policy).	C
Section V – Definitions:			
○ Added:	Claim	Incorporates both demands for money as well as the service of a "suit".	C
	Coverage term	Used in the insuring agreement and elsewhere to clarify how a multi-year policy applies.	C
	Damages	Defined to encompass the compensatory monetary portions or judgments or settlements.	C
	Electronic Data	Used in conjunction with the Electronic Data Exclusion as well as the definition of	C

**TRAVEL AGENTS ERRORS AND OMISSIONS
INSURANCE COVERAGE FORM PA 104 08 07
DESCRIPTION OF REVISIONS**

Section	Revision	Effect	Broadening Restriction Clarification
		"property damage".	
	Interrelated injury	Used to link all causally connected injuries to one "coverage term" and one Each Incident Limit of Insurance.	C
	Interrelated travel agency incidents	Used to link all claims from the same set of circumstances to one "interrelated injury".	C
	Pollutant	Used in conjunction with the new exclusion of pollutants.	R
	Professional travel agency services	<p>Used within the definition of "travel agency incident" to delineate what services are covered. Previously the defined term "travel agency incident" encompassed an undefined reference to "...travel agency operations necessary or incidental to the conduct of a travel agency business." Now the defined term "professional travel agency services" encompasses:</p> <p>a. Means:</p> <p>(1) The business of providing advice about travel and the arrangement of accommodations, cruises, excursions and transportation for others; and</p> <p>(2) Providing advice about and/or arrangement of tours organized and/or operated by third party tour operators; and</p> <p>b. Includes researching travel-related information via the internet, placing reservations via the internet, and</p>	B

**TRAVEL AGENTS ERRORS AND OMISSIONS
INSURANCE COVERAGE FORM PA 104 08 07
DESCRIPTION OF REVISIONS**

Section	Revision	Effect	<u>Broadening Restriction Clarification</u>
		communicating by email when any of these are done in furtherance of "professional travel agency services".	
	Third party travel supplier	Used in Bankruptcy, Insolvency, Receivership or Cessations of Operations exclusion.	R
o Revised:			
	Personal and Advertising Injury	Added defamation of character to paragraph d.	B
	Property damage	Added clarifying statement that "electronic data" is not considered tangible property.	C
	Travel agency incident	Revised to reference a negligent act, error, etc. in furnishing or failing to furnish "professional travel agency services", rather than "...travel agency operations necessary or incidental to the conduct of a travel agency business."	B
Section VI – Prior Acts	New section added to policy.	Replaces reference to how injuries occurring prior to the policy period are covered in the previous insuring agreement. Added to provide clarification and structure to how and when prior injuries are covered.	C

LAWYER'S PROFESSIONAL LIABILITY COVERAGE FORM PA 105 08 07

DESCRIPTION OF REVISIONS

Section	Revision	Effect	Broadening Restriction Clarification
Section I – Coverages:			
○ Coverage A – Lawyer's Professional Liability:			
• Insuring Agreement:	Replaced the undefined term damages with the newly defined term “loss” in the first sentence.	No change in coverage. This definition incorporates both “claims expenses” and “damages”, both of which reduce the limit of insurance.	C
	Linked coverage to injury caused by a “wrongful act”, rather than just the occurrence of the “wrongful act”.	No change in coverage.	C
	Replaced the reference to “... acts or omissions arising out of the performance of professional services...” with the defined term “wrongful act”.	No change in coverage. The defined term “wrongful act” encapsulates the previous concept.	C
	Added reference to right and duty to defend and right to investigate to the paragraph 1.a., rather than subparagraph 1.b.(2) where it is currently referenced	No change in coverage. Merely brings form into compliance with common format regimen.	C
	Added statement that we have no duty to defend suits seeking damages to which this insurance does not apply	No change in coverage. Merely brings form into compliance with common format regimen.	C
	Added statement to paragraph 1.a.(2) regarding tendering the defense back to the insured.	Clarification added to state what happens in the event the insured rejects a recommended settlement and the “claims expenses subsequently reach the level of the recommended settlement.	C
	Added statement that we have no other obligations or liability to pay sums unless	No change in coverage. Merely brings form into compliance with common format	C

LAWYER'S PROFESSIONAL LIABILITY COVERAGE FORM PA 105 08 07

DESCRIPTION OF REVISIONS

Section	Revision	Effect	Broadening Restriction Clarification
	provided for in the Supplementary Payments	regimen.	
	Added paragraph b. to require that: (1) The "wrongful act" take place in the "coverage territory"; (2) The injury occur during the policy period; and (3) "Claims" be brought within the "coverage territory".	No change in coverage. Merely brings form into compliance with common format regimen.	C
• Exclusions:			
	Added: Abuse or Molestation Exclusion.	No change in coverage, as this merely builds in exclusion added by endorsement, PA 317 to all policies.	C
	Added: Aircraft, Auto or Watercraft	Standard exclusion added to clarify that these exposures are not addressed by this coverage form.	C
	Added: Asbestos Exclusion	Added to clarify that such exposures are not addressed by this coverage form.	C
	Revised: Bodily Injury, Personal and Advertising Injury or Property Damage Exclusion	Previously excluded only bodily injury and property damage. An exception has been added for "personal injury" to the extent it is covered in the definition of "wrongful act" (i.e., arising out of the rendering of "professional legal services").	C
	Added: Contractual Liability	Industry standard to exclude contractually assumed obligations, except to the extent they would exist irrespective of the contract.	C
	Revised: Dishonest, Fraudulent, Criminal or Malicious Acts Exclusion	Added reference to acts of persons for whom the insured is legally liable.	C
	Revised: ERISA Exclusion	Applies to liability created by any insured's activity as a fiduciary, rather than just	C

LAWYER'S PROFESSIONAL LIABILITY COVERAGE FORM PA 105 08 07

DESCRIPTION OF REVISIONS

Section	Revision	Effect	Broadening Restriction Clarification
		applying to the insured that is a fiduciary.	
	Added: Employer's Liability Exclusion	Standard exclusion added to clarify that such exposures are not insured under this coverage form.	C
	Added: Employment Practices Exclusion	No real change in coverage, as such liability would not fit within the parameters of the insuring agreement. Added as a clarification.	C
	Added: Expected or Intended Injury Exclusion	Standard exclusion added to reinforce that intentionally inflicted injuries are not insurable.	C
	Added: False Notarization Exclusion	Industry standard exclusion for liability arising from not verifying the identity of someone signing a document notarized by an insured.	R
	Revised: Insured Versus Insured Exclusion	Previously the exclusion applied to named insured employer's claims against employed lawyers insured hereunder. The exclusion now applies to any injury suffered by an insured.	C
	Added: Nuclear Exclusion	Standard exclusion added to clarify that such exposures are not insured under this coverage form.	C
	Added: Pollutant Exclusion	Standard exclusion added to clarify that such exposures are not insured under this coverage form.	C
	Deleted: Punitive, Treble or Exemplary Damages Exclusion	No change in coverage. The exclusion of such damages is now incorporated within the definition of "damages".	C
	Revised: Trusts or Estates Exclusion	It now applies to any act of an insured in	C

LAWYER'S PROFESSIONAL LIABILITY COVERAGE FORM PA 105 08 07

DESCRIPTION OF REVISIONS

Section	Revision	Effect	Broadening Restriction Clarification
		connection with a trust or estate in which another insured is a beneficiary or distributee. Previously the exclusion applied to loss suffered by an insured as a beneficiary or distributee of a trust or estate.	
	Added: War Exclusion	Standard exclusion added to clarify that such exposures are not insured under this coverage form.	C
	Added: Worker's Compensation and Similar Laws Exclusion	Standard exclusion added to clarify that such exposures are not insured under this coverage form.	C
o Coverage B - Disciplinary Proceedings	New coverage added.	Broadens coverage by providing a limit of insurance for "claims expenses" incurred by an insured to respond to a "disciplinary proceeding".	B
o Supplementary Payments – Coverage A And B:	Replaced the lead in statement with one from the CGL form.	Distinguishes between investigating claims and defending suits, no change in coverage.	C
	Added paragraph 3. Loss of Earnings	The form now provides loss of earnings coverage for individual insureds that attend trials, etc. at our request. The standard limit is \$500 per day per individual subject to an annual maximum of \$5,000.	B
Section II – Who Is An Insured:	Revised paragraph 1.a. to reference "you" in lieu of "the person so designated".	Aligns with the preamble and the use of "you" to refer to named insureds. No change in coverage.	C

LAWYER'S PROFESSIONAL LIABILITY COVERAGE FORM PA 105 08 07

DESCRIPTION OF REVISIONS

Section	Revision	Effect	Broadening Restriction Clarification
	Revised paragraph 1.b. to reference "you" in lieu of "the partnership" and limited the insured status of partners to their providing "professional legal services" on the named insured's behalf.	Aligns with the preamble and the use of "you" to refer to named insureds. No change in coverage. Clarifies the extent of coverage for partners.	C
	Revised paragraph 1.c. to refer to "you" in lieu of "...the professional corporation or professional association..." and limited the insured status of stockholders and members to their providing "professional legal services" on the named insured's behalf.	Aligns with the preamble and the use of "you" to refer to named insureds. No change in coverage. Clarifies the extent of coverage for stockholders and members.	C
	Added paragraph 1.d. to anticipate the limited liability company form of ownership of a named insured.	Adds the LLC, its members and its managers as insureds.	B
	Revised paragraph 2.a. to limit employed lawyers insured status to providing "professional legal services" on behalf of the named insured, and to eliminate the requirement that they be named in the Declarations.	Clarifies the extent of an employed lawyer's coverage and eliminates the need to specifically name them in the Declarations.	C
	Replaced paragraph 2.b. that provided coverage for newly hired lawyers with language that adds insured status for Of Counsel, Independent Contractors and lawyers hired on a per diem basis when providing "professional legal services" on the named insured's behalf.	The revision to paragraph 2.a. made the previous 2.b. redundant. The new language adds coverage for other relationships between the named insured and lawyers providing services on their behalf other than directly employed.	B
	Added paragraph 2.c. to give insured status non-lawyer employees involved in providing "professional legal services" on the named insured's behalf.	Broadens insured status to pick up paralegals, abstractors, investigators, etc.	B

LAWYER'S PROFESSIONAL LIABILITY COVERAGE FORM PA 105 08 07

DESCRIPTION OF REVISIONS

Section	Revision	Effect	Broadening Restriction Clarification
	Added paragraph 2.d. to provide insured status to the legal representatives of deceased or incompetent insureds.	Broadens coverage.	B
	Added the last paragraph regarding unnamed entities.	Clarifies the extent of coverage provided by stating coverage does not apply to liability arising from current or past business entities not listed as a named insured in the declarations.	C
Section III – Limits of Insurance:	Revised paragraph 1. by adding subparagraph c. and revising sub paragraph d. (formerly c.) to reference the new “disciplinary proceeding” coverage.	Brings the Disciplinary Proceedings Coverage limits of insurance within the overall limits of insurance.	C
	Paragraph 2. (formerly 3.) introduces the concept of a General Aggregate applicable to both Coverages A and B (i.e., Lawyer's Professional Liability and Disciplinary Proceedings Coverages).	Clarifies that the General Aggregate is the most we'll pay in any annual period for all “loss” under Coverage A and all “claims expenses” under Coverage B combined.	C
	Paragraph 3. introduces an annual aggregate limit for coverage B, which is included within the General Aggregate.	The aggregate limit for Coverage B is a sub-limit included within the General Aggregate.	C
	Paragraph 4. (formerly 2.) is the Each Wrongful Act limit of insurance applicable to Coverage A.	Subject to paragraph 2. (i.e., within the General Aggregate) this is the most we'll pay for all “loss” arising from “interrelated injury”, which is all “loss” arising from a “wrongful act” or an “interrelated wrongful acts”.	C
	Paragraph 5. is the Each Disciplinary Proceeding limit of insurance.	Subject to paragraphs 2. and 3. (i.e., within both the General Aggregate and the Disciplinary proceedings Aggregate) this is	C

LAWYER'S PROFESSIONAL LIABILITY COVERAGE FORM PA 105 08 07

DESCRIPTION OF REVISIONS

Section	Revision	Effect	Broadening Restriction Clarification
		the most we'll pay for "claims expenses" arising out of a single "disciplinary proceeding".	
	Paragraph 6. (formerly 4.) has been revised to put quotation marks around the newly defined terms of "claim" and "damages".	No change in coverage.	C
	Paragraph 7. Deductible (formerly 5.) has been revised to: 1) Put quotation marks around the newly defined terms of "claim" and "damages"; 2) Replace the reference to "... the same or related professional services..." with the newly defined terms "wrongful act" or "interrelated wrongful act"; and 3) State that it does not apply to the new Coverage B (Disciplinary Proceedings Coverage).	No change in coverage.	C
	Paragraph 8. reimbursement (formerly 6.) has been revised: 1) By adding quotation marks to the newly defined term "claims"; and 2) By adding liquidated damages language (i.e., reimbursement also includes reasonable fees and expenses we incur to collect our reimbursement).	No change in coverage.	C
	The last sentence/paragraph replaces former paragraph 7.	No change in coverage. The newly defined term "coverage term" encapsulates the verbiage formerly set out here about how limits apply to annual terms.	C
Section IV – Conditions:	Added Condition 1. Allocation	States that in the event a "claim" includes both covered and uncovered matters and/or persons that we and the insureds will determine a fair and reasonable	C

LAWYER'S PROFESSIONAL LIABILITY COVERAGE FORM PA 105 08 07

DESCRIPTION OF REVISIONS

Section	Revision	Effect	Broadening Restriction Clarification
		allocation of those costs.	
	Added Condition 2. Application	This condition warrants that the application is part of the policy and that we have relied upon it in issuing the policy.	C
	Revised Condition 3. Bankruptcy	Added statement that in the event of an insured's bankruptcy or insolvency that we can settle a 'claim' without their consent.	C
	Revised Condition 4. Duties in the Event of...: a. To refer to "wrongful act" in lieu of an act or omission; b. By adding quotation marks to the newly defined term "claim"; and c. By revising paragraph d. to refer to "...that insured's own cost..." in lieu of "...their own cost..."	No change in coverage.	C
	Revised Condition 5. Legal Action Against Us by adding quotation marks to the newly defined term 'damages'.	No change in coverage.	C
	Added Condition 6. Multi-Year Policies.	No change in coverage. Just states that if we issue coverage on a multi-year basis we can re-rate at each anniversary based on current rates.	C
	Revised Condition 7. Other Insurance to be purely excess, except with respect to coverage written specifically to be excess of this insurance.	No effect on the insured. Puts our layer of coverage excess of any others available to the insured, except that written specifically as excess of our form (i.e., an umbrella or excess policy scheduling our policy).	C
	Added Condition 8. Premium Audit, as the premium for this coverage is referred to as an	Allows for premium audits of policies.	C

LAWYER'S PROFESSIONAL LIABILITY COVERAGE FORM PA 105 08 07

DESCRIPTION OF REVISIONS

Section	Revision	Effect	Broadening Restriction Clarification
	"Advance (i.e., deposit) Premium" in the Declarations.		
	Revised Condition 10. Separation Of Insureds by adding quotation marks to the newly defined term "claim".	No change in coverage.	C
	Revised Condition 11. Transfer Of Rights Of Recovery Against Others To Us by: 1) Replacing the reference to "... after a loss..." with "... after a 'wrongful act'..."; and 2) replacing the term "suit" with legal action.	No change in coverage.	C
	Added Condition 12. Waiver	No change in coverage. States that our not insisting on strict compliance with any condition or terms in this policy shall not be construed as a waiver in the future.	C
	Added Condition 13. When We Do Not Renew.	No change in coverage.	C
Section V – Definitions:			
○ Added:	Advertisement	Used in the definition of personal and advertising injury.	C
	Application	Used in the Application Condition.	C
	Bodily injury	Used in various exclusions.	C
	Claim	Incorporates both "suits" and less formal written demands for monetary damages.	C
	Coverage term	Used in the insuring agreement and elsewhere to clarify how a multi-year policy applies.	C
	Damages	Defined to encompass the compensatory monetary portions or judgments or settlements.	C

LAWYER'S PROFESSIONAL LIABILITY COVERAGE FORM PA 105 08 07

DESCRIPTION OF REVISIONS

Section	Revision	Effect	Broadening Restriction Clarification
	Disciplinary proceeding	Used in the new Coverage B – Disciplinary Proceedings to delineate what a disciplinary proceeding is.	C
	Employee	Used in the Employer's Liability Exclusion and Section II – Who is An Insured.	C
	Interrelated injury	Used to link all causally connected injuries to one "coverage term" and one Each Wrongful limit of Insurance.	C
	Interrelated wrongful acts	Used to link all claims from the same set of circumstances to one "interrelated injury".	C
	Leased worker	Used in the definition of "employee".	C
	Loss	Under Coverage A – Lawyer's Professional Liability this term encompasses both 'claims expenses' and "damages".	C
	Personal and advertising injury	Used in the Bodily injury, Personal and Advertising Injury or Property Damage Exclusion	C
	Personal injury	A specific set of offenses used within the definition of "wrongful act" that are covered if committed while rendering "professional legal services".	B
	Pollutant	Used in conjunction with the revised exclusion of pollutants.	R
	Professional legal services	Used within the definition of "wrongful act" to delineate what services are covered.	C
	Property damage	Used in the Bodily Injury, Personal and Advertising Injury or Property Damage Exclusion.	C
	Temporary worker	Used in definition of "employee"	C

LAWYER'S PROFESSIONAL LIABILITY COVERAGE FORM PA 105 08 07

DESCRIPTION OF REVISIONS

Section	Revision	Effect	Broadening Restriction Clarification
	Workplace	Used within the revised Employer's Liability exclusion.	C
	Wrongful act	Sets out what acts are insured under Coverage A – lawyer's Professional Liability.	C
o Revised:			
	<p>Claims expenses by:</p> <ol style="list-style-type: none"> 1. Under paragraph a.: <ul style="list-style-type: none"> ▪ Added reference to reasonable costs and expenses (in addition to fees); ▪ Replaced "...designated by us..." with "...retained and approved by us..."; and ▪ Added "...for a 'claim' or 'disciplinary proceeding' against an insured." 2. Under paragraph b.: <ul style="list-style-type: none"> ▪ Added reference to "...reasonable and necessary..." with respect to fees, costs and expenses; ▪ Added reference to "...appeal..." in addition to defense of a "claim"; and ▪ Added reference to a "disciplinary proceeding" to coincide with new Coverage B – Disciplinary Proceedings. 3. Added last paragraph delineating what "claims expenses" are not (i.e., do not include). New items are subparagraphs 	No change in coverage.	C

LAWYER'S PROFESSIONAL LIABILITY COVERAGE FORM PA 105 08 07

DESCRIPTION OF REVISIONS

Section	Revision	Effect	Broadening Restriction Clarification
	(3) and (4) referring to the earnings or remuneration of insureds.		
	Coverage territory by replacing the "or" references with "and".	No change in coverage.	C
	Suit by: <ul style="list-style-type: none"> ▪ Matching latest ISO standards with respect to including arbitration proceedings, alternative dispute resolution proceedings, and appeals; and ▪ Adding quotation marks to the newly defined term "damages". 	No change in coverage.	C

MEDICAL ARTS PRACTITIONER PROFESSIONAL LIABILITY COVERAGE FORM

PA 106 08 07 – DESCRIPTION OF REVISIONS

Section	Revision	Effect	Broadening Restriction Clarification
Title:	Changed the title to “Medical Arts Practitioner” Professional Liability in lieu of just “Professional Liability” in order to identify the types of risks it applies to and to recognize that it is used on a number of types of medical professionals (e.g., physicians, optometrists, therapists, etc.).	No change in coverage.	C
Section I – Coverages:			
• Coverage A - Insuring Agreement – Individual Professional Liability:	Deleted reference to “profession” and service on an accreditation, standards review, etc. board, as these issues have been incorporated within the definition of “medical incident”.	No change in coverage.	C
	Added reference to right and duty to defend and right to investigate to the first paragraph, 1.a., rather than subparagraph 1.a.(2) where it is currently referenced	No change in coverage. Merely brings form into compliance with common format regimen.	C
	Added statement to paragraph 1.a. that we have no duty to defend suits seeking damages to which this insurance does not apply	No change in coverage. Merely brings form into compliance with common format regimen.	C
	Added statement at the end of paragraph 1.a. that we have no other obligations or liability to pay sums unless provided for in the Supplementary Payments	No change in coverage. Merely brings form into compliance with common format regimen.	C
	Added paragraph b. to: (1) Require that medical incidents take place in the coverage territory; and (2) Require that the injury occur during the coverage term.	No change in coverage. Merely brings form into compliance with common format regimen.	C
• Coverage B - Insuring Agreement – Business	New insuring agreement added based on ISO’s Physicians, Surgeons and Dentists	Follows the same format as the Coverage A Insuring Agreement described above, but	B

MEDICAL ARTS PRACTITIONER PROFESSIONAL LIABILITY COVERAGE FORM

PA 106 08 07 – DESCRIPTION OF REVISIONS

Section	Revision	Effect	Broadening Restriction Clarification
Entity Professional Liability:	Professional Liability Coverage Form, PR 00 01 12 97.	provides coverage for the vicarious liability of named business entities (i.e., Professional Partnerships, Corporations, etc.) via the defined term “business entity incident”.	
• Exclusions:			
○ Added:	Abuse or Molestation Exclusion	No change in coverage, as this merely builds in exclusion added by endorsement, PA 315 to all policies.	C
	Aircraft, Auto or Watercraft Exclusion	Added based on ISO Hospital Professional Liability Coverage Form PR 00 03 12 97.	R
	Asbestos Exclusion	Eliminates coverage for liability arising from the presence of asbestos,	R
	Contractual Liability Exclusion	Eliminates coverage for liability assumed in contracts, except that which would exist absence the contract. Based on exclusion in ISO’s Physicians, Surgeons and Dentists Professional Liability Coverage Form, PR 00 01 12 97.	R
	Controlled Substance Registration Not in Effect Exclusion	Excludes liability arising from prescribing or dispensing controlled substances when the appropriate registration is not in effect.	R
	Defamation Exclusion	Excludes any liability arising from any form of defamation. The exclusion does not apply to liability arising from the service on a formal accreditation, standards review or equivalent professional board or committee.	R
	Discrimination Exclusion	Excludes any liability arising from any form of discrimination. The exclusion does not apply to liability arising from the service on a formal accreditation, standards review or	R

MEDICAL ARTS PRACTITIONER PROFESSIONAL LIABILITY COVERAGE FORM PA 106 08 07 – DESCRIPTION OF REVISIONS

Section	Revision	Effect	Broadening Restriction Clarification
		equivalent professional board or committee.	
	Employment-Related Practices Exclusion	No real change in coverage, as such liability would not fit within the parameters of the insuring agreement. Added as a clarification.	C
	Guarantees or Warranties Exclusion	Eliminates coverage for liability arising from any guarantees or warranties associated with providing professional services, procedures, et.	R
	Infringement of Intellectual Property Rights	Eliminates coverage for liability arising from the infringement of intellectual property rights.	R
	Insured vs. Insured Exclusion	Eliminates coverage for claims brought by insureds against other insureds.	R
	License Not in Effect Exclusion	Eliminates coverage for liability arising from instances where an insured's license to practice is not in effect.	R
	Nuclear Exclusion	Eliminates coverage for liability arising from the hazardous properties of nuclear material. Such liability is typically excluded in all coverage forms by the insurance industry.	R
	Patient Transfers Exclusion	Eliminates coverage for instances where patients have been transferred have been instituted in violation of the law.	R
	Pollutant Exclusion	Industry standard exclusion of liability arising from the release of pollutants.	R
	Rendering of or Failure to Render Professional Services by Others Exclusion	Based on exclusion in ISO's Physicians, Surgeons and Dentists Professional Liability Coverage Form, PR 00 01 12 97. Eliminates vicarious liability coverage under Coverage A, and leaves it under Coverage	R

MEDICAL ARTS PRACTITIONER PROFESSIONAL LIABILITY COVERAGE FORM PA 106 08 07 – DESCRIPTION OF REVISIONS

Section	Revision	Effect	Broadening Restriction Clarification
		B, where it belongs.	
	Substance Abuse Exclusion	Eliminates coverage for liability arising from “medical incidents” or “business entity incidents” when any insured is under the influence of alcohol or controlled substances.	R
	USDA Approval Absence Exclusion	Eliminates coverage for liability arising from the use, administration, prescription, etc. of drugs or devices not approved by the USDA.	R
	Violation Of An Antitrust Law Exclusion	Added per ISO Hospital Professional Liability Coverage Form PR 00 03 12 97. Industry standard exclusion added as a clarification, as such liability does not actually fall within the insuring agreement.	C
	Violation of Privacy Rights Exclusion	Eliminates coverage for liability arising from violating someone’s right of privacy. The exclusion does not apply to liability arising from the service on a formal accreditation, standards review or equivalent professional board or committee.	R
	War Exclusion	Industry standard exclusion for liability arising from war and war like actions.	R
○ Replaced:	Employer’s Liability Exclusion	With language based on latest industry standards. No change in coverage.	C
○ Revised:	Dishonest, Fraudulent, Criminal or Malicious Acts Exclusion	Added reference to fraudulent acts or omissions, and the acts of others for which the insured is liable.	C
	Other Activities Exclusion.	Added to the end “... not named in the Professional Liability Declarations.”	C
• Supplementary Payments:	Replaced the lead in statement with one from the CGL form.	Distinguishes between investigating claims and defending suits, no change in coverage.	C

MEDICAL ARTS PRACTITIONER PROFESSIONAL LIABILITY COVERAGE FORM

PA 106 08 07 – DESCRIPTION OF REVISIONS

Section	Revision	Effect	Broadening Restriction Clarification
	Replaced paragraph b. with the corresponding language from the CGL form.	This change: (1) Ties the covered expenses to the investigation or defense of a claim or suit; and (2) Increase the loss of earnings limit from \$100 to \$250 per day to match the CGL.	B
	We are revising the Supplementary Payments Section to more explicitly express underwriting intent. The intent of the provision "all costs taxed against the insured" is to provide coverage for <u>court</u> costs taxed against the insured and not to provide coverage for the plaintiff's attorneys' fees or expenses taxed against the insured. There is no impact on coverage.	Clarifies intent of the Coverage Form.	C
	Replaced paragraph e. with the latest language regarding prejudgment interest from our CGL form.	Clarifies that the amount of prejudgment interest we owe is that calculated on the amount of the judgment that falls within our limit of insurance. No change in coverage.	C
Section II – Who Is An Insured:	Adopted language from ISO's Physicians, Surgeons and Dentists Professional Liability Coverage Form, PR 00 01 12 97.	<ul style="list-style-type: none"> ➤ Paragraph 1. provides insured status under Coverage A for individuals listed in the Declarations; ➤ Paragraph 2. provides insured status under Coverage B for business entities (e.g., professional partnerships, corporations, etc.) listed in the Declarations; ➤ Paragraph 3. provides insured status for the legal representatives of deceased incompetent insureds; and ➤ The last paragraph eliminates coverage for liability arising from un-named business entities. 	C

MEDICAL ARTS PRACTITIONER PROFESSIONAL LIABILITY COVERAGE FORM

PA 106 08 07 – DESCRIPTION OF REVISIONS

Section	Revision	Effect	Broadening Restriction Clarification
Section III – Limits of Insurance:	Adopted language form ISO's Physicians, Surgeons and Dentists Professional Liability Coverage Form, PR 00 01 12 97.	<ul style="list-style-type: none"> ➤ Provides separate limits of insurance for Coverages A and B. ➤ The Coverage A limits applied separately to each individual insured under Coverage A. ➤ The Each Medical Incident and Each Business Entity Incident Limits of Insurance apply to all damages arising from one "medical incident" and one "business entity incident", rather than per claim or "suit". 	C
	Replaced the last paragraph with a reference to the "coverage term".	No change in coverage.	C
Section IV – Conditions:	Revised Condition 2. Duties in the Event of... by: 1) Adding reference to "business entity incident"; and 2) Replacing "... at their own cost..." with "... at that insured's own cost..." in paragraph d.	No change in coverage.	C
	Revised Condition 5. Other Insurance to be purely excess, except with respect to coverage written specifically to be excess of this insurance.	No effect on the insured. Puts our layer of coverage excess of any others available to the insured, except that written specifically as excess of our form (i.e., an umbrella or excess policy scheduling our policy).	C
	Added Condition 6. Premium Audit, as the premium for this coverage is referred to as a "Deposit Premium" in the Declarations.	Allows for premium audits of policies.	C
	Added Condition 10. When We Do Not Renew.	No change in coverage.	C
	Added Condition 11. When Your Business or Profession changes, per ISO's Physicians, Surgeons and Dentists Professional Liability Coverage Form, PR 00 01 12 97.	Requires the first named Insured to notify us of any changes in medical specialties or partners, officers or directors, professional employees, etc.	C

MEDICAL ARTS PRACTITIONER PROFESSIONAL LIABILITY COVERAGE FORM

PA 106 08 07 – DESCRIPTION OF REVISIONS

Section	Revision	Effect	Broadening Restriction Clarification
Section V – Definitions:			
○ Added:	Business entity incident	Provides parameters to coverage provided under Coverage B.	C
	Coverage term	Used in the insuring agreement and elsewhere to clarify how a multi-year policy applies.	C
	Employee	Used in conjunction with Section II – Who Is An Insured.	C
	Executive officer	Used in conjunction with Section II – Who Is An Insured.	C
	Leased worker	Included within the definition of employee.	C
	Pollutant	Used in conjunction with the new exclusion of pollutants.	R
	Temporary worker	Used within the definition of employee, this is a class of worker not included as an employee.	C
	Workplace	Used within the revised Employer's Liability exclusion.	C
○ Revised:	Damages	Revised to clarify that it means compensatory monetary damages only.	C
	Medical incident	Revised based on definition in ISO's Physicians, Surgeons and Dentists Professional Liability Coverage Form, PR 00 01 12 97, but: <ul style="list-style-type: none"> ➤ It incorporates our definition of "professional services"; and ➤ Includes language defining what is considered one "medical incident" which is included in the limits section of the ISO form. 	C
	Suit	Matches latest ISO standards. No change	C

MEDICAL ARTS PRACTITIONER PROFESSIONAL LIABILITY COVERAGE FORM
PA 106 08 07 – DESCRIPTION OF REVISIONS

Section	Revision	Effect	<u>Broadening</u> <u>Restriction</u> <u>Clarification</u>
		in coverage.	

ANIMAL SERVICES PROFESSIONAL LIABILITY COVERAGE FORM PA 107 08 07

DESCRIPTION OF REVISIONS

Section	Revision	Effect	Broadening Restriction Clarification
Section I – Coverage:			
• Insuring Agreement:	Added reference to right and duty to defend and right to investigate to the first paragraph, rather than subparagraph (2) where it is currently referenced	No change in coverage. Merely brings form into compliance with common format regimen.	C
	Added statement that we have no duty to defend suits seeking damages to which this insurance does not apply	No change in coverage. Merely brings form into compliance with common format regimen.	C
	Added statement that we have no other obligations or liability to pay sums unless provided for in the Supplementary Payments	No change in coverage. Merely brings form into compliance with common format regimen.	C
	Added paragraph b. to: (1) Require that “professional incidents” take place in the coverage territory; (2) Require that the injury occur during the policy period.	No change in coverage. Merely brings form into compliance with common format regimen.	C
• Exclusions:			
○ Added:	Abuse or Molestation Exclusion	No change in coverage, as this merely builds in exclusion added by endorsement, PA 315 to all policies.	C
	Asbestos Exclusion	Eliminates coverage for liability arising from the presence of asbestos,	R
	Employer’s Liability Exclusion	Added to clarify that such exposures are not insured under this form.	C
	Employment-Related Practices Exclusion	No real change in coverage, as such liability would not fit within the parameters of the insuring agreement. Added as a clarification.	C
	Nuclear Exclusion	Eliminates coverage for liability arising from the hazardous properties of nuclear material. Such liability is typically excluded in all coverage forms by the insurance industry.	R
	Pollutant Exclusion	Industry standard exclusion of liability arising from the release of pollutants.	R
	War Exclusion	Industry standard exclusion for liability arising	R

ANIMAL SERVICES PROFESSIONAL LIABILITY COVERAGE FORM PA 107 08 07

DESCRIPTION OF REVISIONS

Section	Revision	Effect	Broadening Restriction Clarification
		from war and war like actions.	
	Workers' Compensation and Similar Laws	Industry standard exclusion used to clarify that such exposures are not insured under this form.	C
o Replaced:	"Any vehicle" exclusion with Aircraft, Auto or Watercraft Exclusion	Added to be consistent with other professional liability forms.	C
	Contractual liability exclusion	With language excluding all contractually assumed obligations, except those that would exist even in the absence of the contract.	C
• Supplementary Payments:	Replaced the lead in statement with one from the CGL form.	Distinguishes between investigating claims and defending suits, no change in coverage.	C
	Replaced paragraph b. with the corresponding language from the CGL form.	This change: (1) Ties the covered expenses to the investigation or defense of a claim or suit; and (2) Increase the loss of earnings limit from \$100 to \$250 per day to match the CGL.	B
	We are revising the Supplementary Payments Section to more explicitly express underwriting intent. The intent of the provision "all costs taxed against the insured" is to provide coverage for <u>court</u> costs taxed against the insured and not to provide coverage for the plaintiff's attorneys' fees or expenses taxed against the insured. There is no impact on coverage.	Clarifies intent of the Coverage Form.	C
Section II – Who Is An Insured:	Added new paragraph c.	Which adds coverage for Limited Liability Companies	B
	Added new paragraph e.	This adds coverage for Trusts.	B
	Added last paragraph to preclude coverage for unnamed partnerships, joint ventures or limited liability companies.	No change in coverage.	C
Section III – Limits of Insurance:	Revised paragraph 2. to reference "... <u>the sum</u>	Clarifies that the aggregate limit is the most we'll pay for all damages during the course of	C

ANIMAL SERVICES PROFESSIONAL LIABILITY COVERAGE FORM PA 107 08 07

DESCRIPTION OF REVISIONS

Section	Revision	Effect	Broadening Restriction Clarification
	<i>of all</i> damages..”	an annual coverage term.	
	Revised paragraph 3. to reference “all” damages arising out of any one “professional incident”.	Specifies that the Each incident Limit is the most we’ll pay for all injuries that arise from a single “professional incident”.	R
	Replaced the last paragraph with a reference to the “coverage term”.	No change in coverage.	C
Section IV – Conditions:	Revised Condition 2. Duties in the Event of... to refer to a “professional incident” in lieu of occurrence.	No change in coverage.	C
	Added Condition 4. Liberalization per latest CGL standard.	Broadens coverage.	B
	Revised Condition 6. Other Insurance to be purely excess, except with respect to coverage written specifically to be excess of this insurance.	No effect on the insured. Puts our layer of coverage excess of any others available to the insured, except that written specifically as excess of our form (i.e., an umbrella or excess policy scheduling our policy).	C
	Added Condition 10. When We Do Not Renew.	No change in coverage.	C
Section V – Definitions:			
○ Added:			
	Bodily injury	No change in coverage.	C
	Coverage term	Used in the insuring agreement and elsewhere to clarify how a multi-year policy applies.	C
	Employee	Used in conjunction with Section II – Who Is An Insured.	C
	Executive officer	Used in conjunction with Section II – Who Is An Insured.	C
	Leased worker	Included within the definition of employee.	C

ANIMAL SERVICES PROFESSIONAL LIABILITY COVERAGE FORM PA 107 08 07

DESCRIPTION OF REVISIONS

Section	Revision	Effect	Broadening Restriction Clarification
	Pollutant	Used in conjunction with the new exclusion of pollutants.	R
	Professional incident	Added to define what triggers coverage in the insuring agreement and link all related incidents to one "professional incident".	C
	Temporary worker	Used within the definition of employee, this is a class of worker not included as an employee.	C
	Volunteer worker	Used in conjunction with Section II – Who Is An Insured.	C
	Workplace	Used within the revised Employer's Liability exclusion.	C
○ Revised:	Professional services	The reference to serving on professional boards or committees has been moved to the definition of "professional incident".	C
	Suit	Matches latest ISO standards. No change in coverage.	C
○ Deleted:	Damages	No change in coverage.	C

COSMETOLOGISTS AND BARBERS PROFESSIONAL LIABILITY COVERAGE FORM

PA 108 08 07 - DESCRIPTION OF REVISIONS

Section	Revision	Effect	Broadening Restriction Clarification
Section I – Coverage:			
• Exclusions:			
○ Added:	Abuse or Molestation Exclusion	No change in coverage, as this merely builds in exclusion added by endorsement, PA 316 to all policies.	C
	Aircraft, Auto or Watercraft Exclusion	Excludes liability arising from Aircraft, Autos or Watercraft	C
	Asbestos Exclusion	Excludes liability arising from the presence of asbestos.	R
	Dishonest, Criminal or Malicious Acts Exclusion	Adds exclusion for exposures generally deemed uninsurable as a matter of public policy.	R
	Employer's Liability Exclusion	Excludes liability arising from injury to an employee of the insured sustained in the workplace or while performing duties related to the insured's business.	R
	Nuclear Exclusion	Eliminates coverage for liability arising from the hazardous properties of nuclear material. Such liability is typically excluded in all coverage forms by the insurance industry.	R
	Pollutant Exclusion	Industry standard exclusion of liability arising from the release of pollutants.	R
	War Exclusion	Industry standard exclusion for liability arising from war and war like actions.	R
	Workers' Compensation and Similar Laws Exclusion	Industry standard exclusion for exposures insured elsewhere.	C
• Supplementary Payments:	We are revising the Supplementary Payments Section to more explicitly	Clarifies intent of the Coverage Form.	C

COSMETOLOGISTS AND BARBERS PROFESSIONAL LIABILITY COVERAGE FORM

PA 108 08 07 - DESCRIPTION OF REVISIONS

Section	Revision	Effect	Broadening Restriction Clarification
	express underwriting intent. The intent of the provision "all costs taxed against the insured" is to provide coverage for <u>court</u> costs taxed against the insured and not to provide coverage for the plaintiff's attorneys' fees or expenses taxed against the insured. There is no impact on coverage.		
	Replaced paragraph d. with the latest language regarding prejudgment interest from our CGL form.	Clarifies that the amount of prejudgment interest we owe is that calculated on the amount of the judgment that falls within our limit of insurance. No change in coverage.	C
Section II – Who Is An Insured:	Added paragraph e. to include Trusts and their trustees as insureds.	Industry standard language.	B
Section III – Limits of Insurance:	Replaced the last paragraph with a reference to the "coverage term".	No change in coverage, limits apply separately to each annual term.	C
Section IV – Conditions:	Added Condition 4. Liberalization.	Broadening features for which no charge is made in subsequent editions of the form are automatically included in previous editions still in force.	B
	Added Condition 5. Multi-Year Policies	Clarifies that rates may change at anniversary. No change in coverage.	C
	Revised Condition 6. Other Insurance to be purely excess, except with respect to coverage written specifically to be excess of this insurance.	No effect on the insured. Puts our layer of coverage excess of any others available to the insured, except that written specifically as excess of our form (i.e., an umbrella or	C

COSMETOLOGISTS AND BARBERS PROFESSIONAL LIABILITY COVERAGE FORM

PA 108 08 07 - DESCRIPTION OF REVISIONS

Section	Revision	Effect	Broadening Restriction Clarification
		excess policy scheduling our policy).	
Section V – Definitions:			
○ Added:	Advertisement	Used in conjunction with the definition of personal and advertising injury.	C
	Coverage term	Used in the insuring agreement and elsewhere to clarify how a multi-year policy applies.	C
	Electronic Data	Used in conjunction with the revised definition of “property damage”.	C
	Personal and advertising injury	Replaces separate definitions of personal injury and advertising injury.	C
	Pollutant	Used in conjunction with the new exclusion of pollutants.	R
	Workplace	Used in conjunction with the new exclusion of employer’s liability.	R
○ Revised:	Property damage to clarify that electronic data is not considered tangible property, per latest ISO standards.	No change in coverage.	C

CONDO/HOMEOWNERS ASSN. WRONGFUL ACTS COVERAGE FORM PA 110 08 07

DESCRIPTION OF REVISIONS

Section	Revision	Effect	Broadening Restriction Clarification
Preamble	Replaced "policy" with "Coverage Part."	No affect on coverage. Brings form into compliance with current verbiage/formatting standards.	<u>C</u>
Section I – Coverage:			
• Insuring Agreement:	Added definitive duty to defend and statement that we have no duty to defend suits seeking damages to which this insurance does not apply.	No affect on coverage. Brings form into compliance with current verbiage/formatting standards.	<u>C</u>
	Added statement that no other duties or obligations exist unless provided for in the Supplementary Payments.	No affect on coverage. Brings form into compliance with current verbiage/formatting standards.	<u>C</u>
• Exclusions:			
– Added:	Abuse or Molestation Exclusion	No change in coverage, as this merely builds in exclusion added by endorsement PA 315 to all policies.	<u>C</u>
	Asbestos	Excludes any liability related to asbestos.	<u>R</u>
	Contractual Liability	Excludes assumed or waived liability by an insured, unless liability would attach in the absence of such contract or waiver.	<u>R</u>
	ERISA	Excludes liability arising from the Employee Retirement Income Security Act.	<u>R</u>
	Employment-Related Practices	No change in coverage, as this merely builds in exclusion added by endorsement PA 314 to all policies.	<u>C</u>
	Intellectual Property Infringement	Excludes liability arising from intellectual property infringements.	<u>R</u>
	Lead	Excludes any liability related to lead.	<u>R</u>
	Nuclear	Excludes any liability related to the hazardous properties of nuclear material (industry standard exclusion).	<u>R</u>
	Outside Position	Excludes any liability arising from an insured's service or employment by another organization.	<u>R</u>
	Remuneration in Violation of Law	Excludes liability related to the return of	<u>R</u>

CONDO/HOMEOWNERS ASSN. WRONGFUL ACTS COVERAGE FORM PA 110 08 07

DESCRIPTION OF REVISIONS

Section	Revision	Effect	Broadening Restriction Clarification
		remuneration paid in violation of the law.	
	War	Industry standard exclusion that excludes liability arising from war or war like actions.	<u>R</u>
– Revised:	Bodily Injury, Personal Injury or Property Damage	This exclusion now references: <ul style="list-style-type: none"> ▪ Assault, battery, mental anguish or emotional distress; ▪ Loss of or loss of use of currency or negotiable instruments; and ▪ Interference with or damage to business reputation 	<u>R</u>
	Dishonest, Criminal or Malicious Acts	This exclusion now references "... or willful or reckless violation of any statute, rule, regulation, agreement, or judicial or regulatory order.	<u>R</u>
	Personal Profit	This exclusion now excludes liability for any profit or advantage an insured was not legally entitled, in lieu of just that that was not equitably shared with the association.	<u>R</u>
	Securities Actions	This exclusion now also excludes liability related to: <ul style="list-style-type: none"> ▪ The Securities Act of 1933; ▪ The SEC Act of 1934; and ▪ Any rules, order, etc. related to the above or any similar state or common law. 	<u>R</u>
• Supplementary Payments	Replaced the lead in statement with one from the CGL form.	Distinguishes between investigating claims and defending suits, no change in coverage.	<u>C</u>
	Replaced paragraph b. with the corresponding language from the CGL form.	This change: (1) Ties the covered expenses to the investigation or defense of a claim or suit; and (2) Increase the loss of earnings limit from \$100 to \$250 per day to match the CGL.	<u>B</u>
	We are revising the Supplementary Payments Section to more explicitly express underwriting intent. The intent of the provision "all costs	Clarifies intent of the Coverage Form.	C

CONDO/HOMEOWNERS ASSN. WRONGFUL ACTS COVERAGE FORM PA 110 08 07

DESCRIPTION OF REVISIONS

Section	Revision	Effect	Broadening Restriction Clarification
	taxed against the insured" is to provide coverage for <u>court</u> costs taxed against the insured and not to provide coverage for the plaintiff's attorneys' fees or expenses taxed against the insured. There is no impact on coverage.		
	Replaced paragraph e. with the latest language regarding prejudgment interest from our CGL form.	Clarifies that the amount of prejudgment interest we owe is that calculated on the amount of the judgment that falls within our limit of insurance. No change in coverage.	<u>C</u>
Section III – Limits Of Insurance	Replaced the last paragraph with a reference to the "coverage term".	No change in coverage, limits apply separately to each annual term.	<u>C</u>
Section IV – Conditions	Condition 2. Duties In the Event Of Wrongful Act, claim Or Suit	Replaced reference to "Occurrence" with "Wrongful Act." No change in coverage.	<u>C</u>
	Condition 4. Liberalization	Added this condition which automatically includes any coverage enhancements added to the form after inception of the policy which do not carry a specific separate premium charge.	<u>B</u>
	Condition 5. Multi-Year Policies	Changed title of previous Condition 7. Three – Or – Five year Policies. No change in coverage.	<u>C</u>
	Condition 10. When We Do not Renew	New condition added to clarify our responsibilities in the event of non-renewal.	<u>C</u>
Section V – Definitions	"Coverage term"	New definition used to clarify how a multi-year policy applies.	<u>C</u>
	"Damages"	Added to state what "damages" do not include, that is: a. Taxes, criminal or civil fines, or penalties imposed by law; b. Punitive or exemplary damages or any multiplied damage award in excess of the	<u>R</u>

CONDO/HOMEOWNERS ASSN. WRONGFUL ACTS COVERAGE FORM PA 110 08 07

DESCRIPTION OF REVISIONS

Section	Revision	Effect	Broadening Restriction Clarification
		<p>amount so multiplied;</p> <p>c. Any amounts which the insured is obligated to pay as a result of a "claim" seeking relief or redress in any form other than monetary damages; or</p> <p>d. Any matter deemed uninsurable under the law pursuant to which this Coverage Part shall be construed.</p>	
	"Directors and officers"	Added coverage for spouses.	<u>B</u>
	"Interrelated wrongful acts"	Used in Section III to limit the application of the Each Claim Limit. Replaces similar language previously included within Section III.	<u>C</u>
	"Pollutant"	Revised per current standards to reference petroleum, petroleum products and petroleum by-products.	<u>C</u>
	"Property damage"	Added to preclude coverage for damage to both tangible and intangible property.	<u>C</u>
Section VI – Prior Acts	New section added to policy.	Replaces reference to how wrongful acts occurring prior to the policy period are covered in the previous insuring agreement. Added to provide clarification and structure to how and when prior acts are covered.	<u>C</u>

COUNTY RECORDER AND/OR COUNTY CLERK'S ERRORS AND OMISSIONS INSURANCE COVERAGE FORM PA 111 08 07

DESCRIPTION OF REVISIONS

Section	Revision	Effect	Broadening Restriction Clarification
Section I – Coverage:			
• Insuring Agreement:	Added reference to right and duty to defend and right to investigate to the first paragraph, rather than subparagraph (2) where it is currently referenced	No change in coverage. Merely brings form into compliance with common format regimen.	C
	Added statement that we have no duty to defend suits seeking damages to which this insurance does not apply	No change in coverage. Merely brings form into compliance with common format regimen.	C
	Added statement that we have no other obligations or liability to pay sums unless provided for in the Supplementary Payments	No change in coverage. Merely brings form into compliance with common format regimen.	C
	Added paragraph b. to: (1) Require that injury take place in the coverage territory; and (2) Require that the injury occur during the policy period.	No change in coverage. Merely brings form into compliance with common format regimen.	C
• Exclusions:			
○ Added:	Abuse or Molestation Exclusion.	No change in coverage, as this merely builds in exclusion added by endorsement, PA 315 to all policies.	C
	Aircraft, Auto or Watercraft	Added to reinforce that such exposures are not insured under this coverage form.	C
	Asbestos Exclusion	Eliminates coverage for liability arising from the presence of asbestos,	R
	Bodily Injury, Property Damage or Personal and Advertising Injury	Replaces part of previous exclusion a. and all of previous exclusion b.	C
	Contractual Liability	Excludes liability assumed under contract that the insured would not otherwise have in the absence of the contract.	R
	Discrimination Exclusion	Eliminates coverage for non-employment related acts of discrimination.	R
	Dishonest, Criminal or Malicious Acts	Replaces previous exclusion a.	C
	Electronic Data Exclusion	New ISO CGL exclusion that eliminates	C

COUNTY RECORDER AND/OR COUNTY CLERK'S ERRORS AND OMISSIONS INSURANCE COVERAGE FORM PA 111 08 07

DESCRIPTION OF REVISIONS

Section	Revision	Effect	<u>Broadening Restriction Clarification</u>
		coverage for liability resulting from damage caused to electronic data. Added here to eliminate the possibility of insured's looking for coverage under this form.	
	Employer's Liability Exclusion	Added to eliminate the possibility that such claims may be pursued under this coverage form.	C
	Employment-Related Practices Exclusion	No real change in coverage, as such liability would not fit within the parameters of the insuring agreement. Added as a clarification.	C
	Expected or Intended Injury	Replaces part of previous exclusion a.	C
	Nuclear Exclusion	Eliminates coverage for liability arising from the hazardous properties of nuclear material. Such liability is typically excluded in all coverage forms by the insurance industry.	R
	Opinion of Title	Title added to previous exclusion d. Also, the exclusion has been revised to apply to opinions rendered by "any" insured, rather than "the" insured.	C
	Other Operations	Title added to previous exclusion c. Also, the exclusion has been revised to apply to the actions of "any" insured, rather than "the" insured.	C
	Pollutant Exclusion	Industry standard exclusion of liability arising from the release of pollutants.	R
	War Exclusion	Industry standard exclusion for liability arising from war and war like actions.	R
	Workers' Compensation and Similar Laws	Industry standard exclusion added to reinforce that such exposures are not insured here.	C
• Supplementary Payments:	Replaced the lead in statement with one from the CGL form.	Distinguishes between investigating claims and defending suits, no change in coverage.	C
	We are revising the Supplementary Payments	Clarifies intent of the Coverage Form.	C

**COUNTY RECORDER AND/OR COUNTY CLERK'S ERRORS
AND OMISSIONS INSURANCE COVERAGE FORM PA 111 08 07
DESCRIPTION OF REVISIONS**

Section	Revision	Effect	Broadening Restriction Clarification
	Section to more explicitly express underwriting intent. The intent of the provision "all costs taxed against the insured" is to provide coverage for <u>court</u> costs taxed against the insured and not to provide coverage for the plaintiff's attorneys' fees or expenses taxed against the insured. There is no impact on coverage.		
	Replaced paragraph b. with the corresponding language from the CGL form.	This change: (1) Ties the covered expenses to the investigation or defense of a claim or suit; and (2) Increase the loss of earnings limit from \$100 to \$250 per day to match the CGL.	B
	Replaced paragraph e. with the latest language regarding prejudgment interest from our CGL form.	Clarifies that the amount of prejudgment interest we owe is that calculated on the amount of the judgment that falls within our limit of insurance. No change in coverage.	C
Section II – Who Is An Insured:	Updated language to specify the parties and their relationship to the Named Insured that are insureds' under this form.	Adds employees and elected or appointed officials as insureds with respect to liability arising from the actions of the county recorder or clerk.	B
	Added last paragraph, per ISO's Hospital Professional Liability Coverage Form PR 00 03 12 97, to preclude coverage for unnamed partnerships, joint ventures or limited liability companies.	No change in coverage.	C
Section III – Limits of Insurance:	Revised paragraph 2. to reference "all" damages..	Clarifies that the aggregate limit is the most we'll pay for all damages during the course of an annual coverage term.	C
	Revised paragraph 3. to reference "all" damages arising from "interrelated injury".	Specifies that the Each Claim Limit is the most we'll pay for all injuries that are causally connected.	R

COUNTY RECORDER AND/OR COUNTY CLERK'S ERRORS AND OMISSIONS INSURANCE COVERAGE FORM PA 111 08 07

DESCRIPTION OF REVISIONS

Section	Revision	Effect	<u>Broadening Restriction Clarification</u>
	Revised paragraph 4. to clarify that the deductible applies to each individual claim for damages.	Deductible applies separately to the claims of each individual claimant.	R
	Replaced the last paragraph with a reference to the "coverage term".	No change in coverage, limits apply separately to each annual term.	C
Section IV – Conditions:	Revised Condition 2. Duties in the Event of...: a. To refer to incident in lieu of occurrence; b. By replacing paragraphs a. and c.(3) with the relevant language from the current CGL form; and c. By revising paragraph d. to "...that insured's own cost..." in lieu of "...their own cost..."	No change in coverage.	C
	Added Condition 4. Liberalization per latest CGL standard.	Liberalization now applies.	B
	Revised Condition 6. Other Insurance to be purely excess, except with respect to coverage written specifically to be excess of this insurance.	No effect on the insured. Puts our layer of coverage excess of any others available to the insured, except that written specifically as excess of our form (i.e., an umbrella or excess policy scheduling our policy).	C
	Added Condition 10. When We Do Not Renew.	No change in coverage.	C
Section V – Definitions:			
o Added:	Advertisement	Used in conjunction with the definition of "personal and advertising injury".	C
	Bodily injury	Used in conjunction with the definition of "personal and advertising injury", as well as in a number of exclusions.	C
	Coverage term	Used in the insuring agreement and elsewhere to clarify how a multi-year policy applies.	C

**COUNTY RECORDER AND/OR COUNTY CLERK'S ERRORS
AND OMISSIONS INSURANCE COVERAGE FORM PA 111 08 07
DESCRIPTION OF REVISIONS**

Section	Revision	Effect	<u>Broadening Restriction Clarification</u>
	Electronic Data	Used in conjunction with the Electronic Data Exclusion as well as the definition of "property damage".	C
	Employee	Used in conjunction with Section II – Who Is An Insured.	C
	Interrelated injury	Used to: 1) Define what triggers coverage in the insuring agreement; and 2) Link all causally connected injuries to one "coverage term" and one Each Claim limit of Insurance.	C
	Leased worker	Included within the definition of employee.	C
	Personal and advertising injury	Used in conjunction with the Bodily Injury, Property Damage or Personal and Advertising Injury Exclusion.	C
	Pollutant	Used in conjunction with the new exclusion of pollutants.	R
	Property damage	Used in conjunction with the Bodily Injury, Property Damage or Personal and Advertising Injury Exclusion.	C
	Temporary worker	Used within the definition of employee, this is a class of worker not included as an employee.	C
	Workplace	Used within the revised Employer's Liability exclusion.	C
o Revised:	Suit	Matches latest ISO standards. No change in coverage.	C

RELIGIOUS INSTITUTIONS WRONGFUL ACTS COVERAGE FORM PA 112 08 07

DESCRIPTION OF REVISIONS

Section	Revision	Effect	Broadening Restriction Clarification
Preamble	Replaced “policy” with “Coverage Part.”	No affect on coverage. Brings form into compliance with current verbiage/formatting standards.	<u>C</u>
Section I – Coverage:			
• Insuring Agreement:	Added definitive duty to defend and statement that we have no duty to defend suits seeking damages to which this insurance does not apply.	No affect on coverage. Brings form into compliance with current verbiage/formatting standards.	<u>C</u>
	Added statement that no other duties or obligations exist unless provided for in the Supplementary Payments.	No affect on coverage. Brings form into compliance with current verbiage/formatting standards.	<u>C</u>
• Exclusions:			
– Added:	Abuse or Molestation Exclusion	No change in coverage, as this merely builds in exclusion added by endorsement PA 315 to all policies. It also replaces previous exclusion k. that applied to liability arising from acts of sexual misconduct or sexual molestation.	<u>C</u>
	Asbestos	Excludes any liability related to asbestos.	<u>R</u>
	Contractual Liability	Excludes assumed or waived liability by an insured, unless liability would attach in the absence of such contract or waiver.	<u>R</u>
	ERISA	Excludes liability arising from the Employee Retirement Income Security Act.	<u>R</u>
	Employment-Related Practices	No change in coverage, as this merely builds in exclusion added by endorsement PA 314 to all policies.	<u>C</u>
	Intellectual Property Infringement	Excludes liability arising from intellectual property infringements.	<u>R</u>
	Lead	Excludes any liability related to lead.	<u>R</u>

RELIGIOUS INSTITUTIONS WRONGFUL ACTS COVERAGE FORM PA 112 08 07

DESCRIPTION OF REVISIONS

Section	Revision	Effect	Broadening Restriction Clarification
	Nuclear	Excludes any liability related to the hazardous properties of nuclear material (industry standard exclusion).	<u>R</u>
	Outside Position	Excludes any liability arising from an insured's service or employment by another organization.	<u>R</u>
	Remuneration in Violation of Law	Excludes liability related to the return of remuneration paid in violation of the law.	<u>R</u>
	War	Industry standard exclusion that excludes liability arising from war or war like actions.	<u>R</u>
- Revised:	Bodily Injury, Personal Injury or Property Damage	This exclusion now references: <ul style="list-style-type: none"> ▪ Assault, battery, mental anguish or emotional distress; ▪ Loss of or loss of use of currency or negotiable instruments; and ▪ Interference with or damage to business reputation 	<u>R</u>
	Dishonest, Criminal or Malicious Acts	This exclusion now references "... or willful or reckless violation of any statute, rule, regulation, agreement, or judicial or regulatory order.	<u>R</u>
	Personal Profit	This exclusion now excludes liability for any profit or advantage an insured was not legally entitled, in lieu of just that that was not equitably shared with the association.	<u>R</u>
	Schools	Added reference to <u>decisions</u> made by the board or other governing body in addition to <u>transactions</u> .	<u>R</u>
	Securities Actions	This exclusion now also excludes liability related to:	<u>R</u>

RELIGIOUS INSTITUTIONS WRONGFUL ACTS COVERAGE FORM PA 112 08 07

DESCRIPTION OF REVISIONS

Section	Revision	Effect	Broadening Restriction Clarification
		<ul style="list-style-type: none"> ▪ The Securities Act of 1933; ▪ The SEC Act of 1934; and ▪ Any rules, order, etc. related to the above or any similar state or common law. 	
• Supplementary Payments	Replaced the lead in statement with one from the CGL form.	Distinguishes between investigating claims and defending suits, no change in coverage.	<u>C</u>
	Replaced paragraph b. with the corresponding language from the CGL form.	This change: (1) Ties the covered expenses to the investigation or defense of a claim or suit; and (2) Increase the loss of earnings limit from \$100 to \$250 per day to match the CGL.	<u>B</u>
	We are revising the Supplementary Payments Section to more explicitly express underwriting intent. The intent of the provision "all costs taxed against the insured" is to provide coverage for <u>court</u> costs taxed against the insured and not to provide coverage for the plaintiff's attorneys' fees or expenses taxed against the insured. There is no impact on coverage.	Clarifies intent of the Coverage Form.	C
	Replaced paragraph e. with the latest language regarding prejudgment interest from our CGL form.	Clarifies that the amount of prejudgment interest we owe is that calculated on the amount of the judgment that falls within our limit of insurance. No change in coverage.	<u>C</u>
Section III – Limits Of Insurance	Replaced the last paragraph with a reference to the "coverage term".	No change in coverage, limits apply separately to each annual term.	<u>C</u>
Section IV –	Condition 2. Duties In the Event Of Wrongful	Replaced reference to "Occurrence" with	<u>C</u>

RELIGIOUS INSTITUTIONS WRONGFUL ACTS COVERAGE FORM PA 112 08 07

DESCRIPTION OF REVISIONS

Section	Revision	Effect	Broadening Restriction Clarification
Conditions	Act, claim Or Suit	"Wrongful Act." No change in coverage.	
	Condition 4. Liberalization	Added this condition which automatically includes any coverage enhancements added to the form after inception of the policy which do not carry a specific separate premium charge.	<u>B</u>
	Condition 5. Multi-Year Policies	Changed title of previous Condition 7. Three – Or – Five year Policies. No change in coverage.	<u>C</u>
	Condition 10. When We Do not Renew	New condition added to clarify our responsibilities in the event of non-renewal.	<u>C</u>
Section V – Definitions	"Coverage term"	New definition used to clarify how a multi-year policy applies.	<u>C</u>
	"Damages"	<p>Added to state what "damages" do not include, that is:</p> <ul style="list-style-type: none"> a. Taxes, criminal or civil fines, or penalties imposed by law; b. Punitive or exemplary damages or any multiplied damage award in excess of the amount so multiplied; c. Any amounts which the insured is obligated to pay as a result of a "claim" seeking relief or redress in any form other than monetary damages; or d. Any matter deemed uninsurable under the law pursuant to which this Coverage Part shall be construed. 	<u>R</u>

RELIGIOUS INSTITUTIONS WRONGFUL ACTS COVERAGE FORM PA 112 08 07

DESCRIPTION OF REVISIONS

Section	Revision	Effect	Broadening Restriction Clarification
	"Directors and officers"	Added coverage for spouses.	<u>B</u>
	"Interrelated wrongful acts"	Used in Section III to limit the application of the Each Claim Limit. Replaces similar language previously included within Section III.	<u>C</u>
	"Pollutant"	Revised per current standards to reference petroleum, petroleum products and petroleum by-products.	<u>C</u>
	"Property damage"	Added to preclude coverage for damage to both tangible and intangible property.	<u>C</u>
Section VI – Prior Acts	New section added to policy.	Replaces reference to how wrongful acts occurring prior to the policy period are covered in the previous insuring agreement. Added to provide clarification and structure to how and when prior acts are covered.	<u>C</u>

EMERGENCY MEDICAL TECHNICIAN PROFESSIONAL LIABILITY COVERAGE FORM

PA 113 08 07 – DESCRIPTION OF REVISIONS

Section	Revision	Effect	Broadening Restriction Clarification
Section I – Coverage:			
• Insuring Agreement:	Added reference to right and duty to defend and right to investigate to the first paragraph, rather than subparagraph (2) where it is currently referenced	No change in coverage. Merely brings form into compliance with common format regimen.	C
	Added statement that we have no duty to defend suits seeking damages to which this insurance does not apply	No change in coverage. Merely brings form into compliance with common format regimen.	C
	Added statement that we have no other obligations or liability to pay sums unless provided for in the Supplementary Payments	No change in coverage. Merely brings form into compliance with common format regimen.	C
	Added paragraph b. to: (1) Require that injury take place in the coverage territory; and (2) Require that the injury occur during the policy period.	No change in coverage. Merely brings form into compliance with common format regimen.	C
• Exclusions:			
○ Added:	Abuse or Molestation Exclusion.	No change in coverage, as this merely builds in exclusion added by endorsement, PA 315 to all policies.	C
	Aircraft, Auto or Watercraft	Added to reinforce that such exposures are not insured under this coverage form.	C
	Asbestos Exclusion	Eliminates coverage for liability arising from the presence of asbestos,	R
	Contractual Liability	Excludes liability assumed under contract that the insured would not otherwise have in the absence of the contract.	R
	Discrimination Exclusion	Eliminates coverage for non-employment related acts of discrimination.	R
	Dishonest, Criminal or Malicious Acts	Replaces previous exclusion a.	C

EMERGENCY MEDICAL TECHNICIAN PROFESSIONAL LIABILITY COVERAGE FORM

PA 113 08 07 – DESCRIPTION OF REVISIONS

Section	Revision	Effect	Broadening Restriction Clarification
	Employer's Liability Exclusion	Added to eliminate the possibility that such claims may be pursued under this coverage form.	C
	Employment-Related Practices Exclusion	No real change in coverage, as such liability would not fit within the parameters of the insuring agreement. Added as a clarification.	C
	Expected or Intended Injury	Added to reinforce that non-fortuitous events are uninsurable. No change in coverage.	C
	Nuclear Exclusion	Eliminates coverage for liability arising from the hazardous properties of nuclear material. Such liability is typically excluded in all coverage forms by the insurance industry.	R
	Other Operations	Title added to previous exclusion b. Also, the exclusion has been revised to apply to the actions of "any" insured, rather than "the" insured.	C
	Pollutant Exclusion	Industry standard exclusion of liability arising from the release of pollutants.	R
	War Exclusion	Industry standard exclusion for liability arising from war and war like actions.	R
	Workers' Compensation and Similar Laws	Industry standard exclusion added to reinforce that such exposures are not insured here.	C
• Supplementary Payments:	Replaced the lead in statement with one from the CGL form.	Distinguishes between investigating claims and defending suits, no change in coverage.	C
	Replaced paragraph b. with the	This change: (1) Ties the covered	B

EMERGENCY MEDICAL TECHNICIAN PROFESSIONAL LIABILITY COVERAGE FORM

PA 113 08 07 – DESCRIPTION OF REVISIONS

Section	Revision	Effect	Broadening Restriction Clarification
	corresponding language from the CGL form.	expenses to the investigation or defense of a claim or suit; and (2) Increase the loss of earnings limit from \$100 to \$250 per day to match the CGL.	
	We are revising the Supplementary Payments Section to more explicitly express underwriting intent. The intent of the provision "all costs taxed against the insured" is to provide coverage for <u>court</u> costs taxed against the insured and not to provide coverage for the plaintiff's attorneys' fees or expenses taxed against the insured. There is no impact on coverage.	Clarifies intent of the Coverage Form.	C
	Replaced paragraph e. with the latest language regarding prejudgment interest from our CGL form.	Clarifies that the amount of prejudgment interest we owe is that calculated on the amount of the judgment that falls within our limit of insurance. No change in coverage.	C
Section II – Who Is An Insured:	Updated language to specify the parties and their relationship to the Named Insured that are insureds' under this form.	Adds employees and elected or appointed officials as insureds with respect to liability arising from the actions of EMT's.	B
	Added last paragraph, per ISO's Hospital Professional Liability Coverage Form PR 00 03 12 97, to preclude coverage for unnamed partnerships, joint ventures or limited liability companies.	No change in coverage.	C
Section III – Limits of Insurance:	Revised Paragraph 1. to reference a. Insureds.	The policy limits of insurance apply collectively to all insureds.	R
	Revised paragraph 2. to reference "all" damages..	Clarifies that the aggregate limit is the most we'll pay for all damages during the course	C

EMERGENCY MEDICAL TECHNICIAN PROFESSIONAL LIABILITY COVERAGE FORM

PA 113 08 07 – DESCRIPTION OF REVISIONS

Section	Revision	Effect	Broadening Restriction Clarification
		of an annual coverage term.	
	Revised paragraph 3. to reference “all” damages arising from one “professional incident”.	Specifies that the Each Incident Limit is the most we’ll pay for all injuries that arise from one “professional incident”.	R
	Deleted previous Paragraph 4.	Eliminates separate limits for each insured.	R
	Replaced the last paragraph with a reference to the “coverage term”.	No change in coverage, limits apply separately to each annual term.	C
Section IV – Conditions:	Revised Condition 2. Duties in the Event of...: a. To refer to “professional incident” in lieu of occurrence; and b. By revising paragraph d. to “...that insured’s own cost...” in lieu of “...their own cost...”	No change in coverage.	C
	Revised Condition 5. Other Insurance to be purely excess, except with respect to coverage written specifically to be excess of this insurance.	No effect on the insured. Puts our layer of coverage excess of any others available to the insured, except that written specifically as excess of our form (i.e., an umbrella or excess policy scheduling our policy).	C
	Added Condition 9. When We Do Not Renew.	No change in coverage.	C
Section V – Definitions:			
○ Added:	Ambulance	Used in the exception to the Aircraft, Auto or Watercraft exclusion for the loading or unloading of residents to and from ambulances.	B
	Coverage term	Used in the insuring agreement and elsewhere to clarify how a multi-year policy applies.	C

EMERGENCY MEDICAL TECHNICIAN PROFESSIONAL LIABILITY COVERAGE FORM

PA 113 08 07 – DESCRIPTION OF REVISIONS

Section	Revision	Effect	Broadening Restriction Clarification
	Pollutant	Used in conjunction with the new exclusion of pollutants.	R
	Workplace	Used within the revised Employer's Liability exclusion.	C
○ Revised:	Damages	Clarifies that "damages" refers to monetary compensation.	C
	Professional incident by linking all related incidents in providing or failing to provide "professional services" to one person as one "professional incident".	Clarification of coverage intent.	C
	Suit	Matches latest ISO standards. No change in coverage.	C

MEDICAL INSTITUTION (FORMERLY – HOSPITAL) PROFESSIONAL LIABILITY COVERAGE FORM PA 114 08 07 – DESCRIPTION OF REVISIONS

Section	Revision	Effect	Broadening Restriction Clarification
Title:	Changed title to “Medical Institution” in lieu of “Hospital” Professional Liability, since this form is used on stand-alone Blood Banks and Medical Diagnostic Laboratories.	No change in coverage.	C
Section I – Coverage:			
• Insuring Agreement:	Added reference to right and duty to defend and right to investigate to the first paragraph, 1.a., rather than subparagraph 1.a.(2) where it is currently referenced	No change in coverage. Merely brings form into compliance with common format regimen.	C
	Added statement to paragraph 1.a. that we have no duty to defend suits seeking damages to which this insurance does not apply	No change in coverage. Merely brings form into compliance with common format regimen.	C
	Added statement at the end of paragraph 1.a. that we have no other obligations or liability to pay sums unless provided for in the Supplementary Payments	No change in coverage. Merely brings form into compliance with common format regimen.	C
	Added paragraph b. to: (1) Require that medical incidents take place in the coverage territory; and (2) Require that the injury occur during the coverage term.	No change in coverage. Merely brings form into compliance with common format regimen.	C
• Exclusions:			
○ Added:	Abuse or Molestation Exclusion	No change in coverage, as this merely builds in exclusion added by endorsement, PA 315 to all policies.	C
	Asbestos Exclusion	Eliminates coverage for liability arising from the presence of asbestos,	R
	Contractual Liability Exclusion	Eliminates coverage for liability assumed in contracts, except that which would exist absence the contract.	R
	Criminal Acts Exclusion	Added per ISO Hospital Professional	C

MEDICAL INSTITUTION (FORMERLY – HOSPITAL) PROFESSIONAL LIABILITY COVERAGE FORM PA 114 08 07 – DESCRIPTION OF REVISIONS

Section	Revision	Effect	Broadening Restriction Clarification
		Liability Coverage Form PR 00 03 12 97, deleting reference to sexual abuse and molestation, as that is covered by the Abuse or Molestation exclusion. No real change in coverage, as this is a standard exclusion of issues typically not insurable due to public policy considerations.	
	Employment-Related Practices Exclusion	No real change in coverage, as such liability would not fit within the parameters of the insuring agreement. Added as a clarification.	C
	Nuclear Exclusion	Eliminates coverage for liability arising from the hazardous properties of nuclear material. Such liability is typically excluded in all coverage forms by the insurance industry.	R
	Pollutant Exclusion	Industry standard exclusion of liability arising from the release of pollutants.	R
	Violation Of An Antitrust Law Exclusion	Added per ISO Hospital Professional Liability Coverage Form PR 00 03 12 97. Industry standard exclusion added as a clarification, as such liability does not actually fall within the insuring agreement.	C
	War Exclusion	Industry standard exclusion for liability arising from war and war like actions.	R
○ Replaced:	Employer's Liability Exclusion	With language based on latest industry standards. No change in coverage.	C
○ Revised:	Aircraft, Auto or Watercraft Exclusion	Revised per ISO Hospital Professional Liability Coverage Form PR 00 03 12 97, which 1) Restricts coverage with respect to liability arising out of the entrustment of such property; and 2) Expands coverage with respect to liability arising from loading	1) R 2) B

MEDICAL INSTITUTION (FORMERLY – HOSPITAL) PROFESSIONAL LIABILITY COVERAGE FORM PA 114 08 07 – DESCRIPTION OF REVISIONS

Section	Revision	Effect	<u>Broadening Restriction Clarification</u>
		and unloading of patients from ambulances.	
• Supplementary Payments:	Replaced the lead in statement with one from the CGL form.	Distinguishes between investigating claims and defending suits, no change in coverage.	C
	Replaced paragraph b. with the corresponding language from the CGL form.	This change: (1) Ties the covered expenses to the investigation or defense of a claim or suit; and (2) Increase the loss of earnings limit from \$100 to \$250 per day to match the CGL.	B
	We are revising the Supplementary Payments Section to more explicitly express underwriting intent. The intent of the provision "all costs taxed against the insured" is to provide coverage for <u>court</u> costs taxed against the insured and not to provide coverage for the plaintiff's attorneys' fees or expenses taxed against the insured. There is no impact on coverage.	Clarifies intent of the Coverage Form.	C
	Replaced paragraph e. with the latest language regarding prejudgment interest from our CGL form.	Clarifies that the amount of prejudgment interest we owe is that calculated on the amount of the judgment that falls within our limit of insurance. No change in coverage.	C
Section II – Who Is An Insured:	Updated language to specify the parties and their relationship to the Named Insured that are insureds' under this form.	Adds limited liability companies (if that's the named insured's form of ownership), employees, volunteers and legal representatives of dead or incompetent as insureds.	B
	Added last paragraph, per ISO's Hospital Professional Liability Coverage Form PR 00 03 12 97, to preclude coverage for unnamed partnerships, joint ventures or limited liability	No change in coverage.	C

MEDICAL INSTITUTION (FORMERLY – HOSPITAL) PROFESSIONAL LIABILITY COVERAGE FORM PA 114 08 07 – DESCRIPTION OF REVISIONS

Section	Revision	Effect	Broadening Restriction Clarification
	companies.		
Section III – Limits of Insurance:	Revised paragraph 3. to apply to any one “medical incident” in lieu of claim or “suit”.	No change in coverage.	C
	Replaced the last paragraph with a reference to the “coverage term”.	No change in coverage.	C
Section IV – Conditions:	Revised Condition 2. Duties in the Event of... by replacing “... at their own cost...” with “... at that insured’s own cost...” in paragraph d.	No change in coverage.	C
	Revised Condition 5. Other Insurance to be purely excess, except with respect to coverage written specifically to be excess of this insurance.	No effect on the insured. Puts our layer of coverage excess of any others available to the insured, except that written specifically as excess of our form (i.e., an umbrella or excess policy scheduling our policy).	C
	Added Condition 6. Premium Audit, as the premium for this coverage is referred to as a “Deposit Premium” in the Declarations.	Allows for premium audits of policies.	C
	Added Condition 10. When We Do Not Renew.	No change in coverage.	C
Section V – Definitions:			
○ Added:	Ambulance	Used in the exception to the Aircraft, Auto or Watercraft exclusion for the loading or unloading of residents to and from ambulances.	B
	Coverage term	Used in the insuring agreement and elsewhere to clarify how a multi-year policy applies.	C
	Employee	Used in conjunction with Section II – Who Is An Insured.	C
	Executive officer	Used in conjunction with Section II – Who Is An Insured.	C
	Leased worker	Included within the definition of employee.	C

MEDICAL INSTITUTION (FORMERLY – HOSPITAL) PROFESSIONAL LIABILITY COVERAGE FORM PA 114 08 07 – DESCRIPTION OF REVISIONS

Section	Revision	Effect	Broadening Restriction Clarification
	Pollutant	Used in conjunction with the new exclusion of pollutants.	R
	Temporary worker	Used within the definition of employee, this is a class of worker not included as an employee.	C
	Volunteer worker	Used in conjunction with Section II – Who Is An Insured.	C
	Workplace	Used within the revised Employer's Liability exclusion.	C
○ Revised:	Damages	Now exclude fines, penalties, multiplied and punitive damages, per endorsement PA 312 added to all policies. No change in coverage.	C
	Medical incident	Matches ISO definition in Hospital Professional Liability Coverage Form, PR 00 03 12 97 except that we add paragraph b., which states that all related “medical incidents” with respect to providing professional health care services to one person, or service on a professional board or committee will be considered one “medical incident”, which replaces the previous statement, “... All related acts or omissions in providing services to the same person will be considered one medical incident”. This does not represent a change in coverage.	C
	Suit	Matches latest ISO standards. No change in coverage.	C
○ Deleted:	Profession or Professional Services	No change in coverage.	C

**MEDICAL INSTITUTION (FORMERLY – HOSPITAL) PROFESSIONAL LIABILITY
COVERAGE FORM PA 114 08 07 – DESCRIPTION OF REVISIONS**

**INSURANCE AGENTS ERRORS AND OMISSIONS
INSURANCE COVERAGE FORM PA 115 08 07
DESCRIPTION OF REVISIONS**

Section	Revision	Effect	Broadening Restriction Clarification
Section I – Coverages:			
o Insuring Agreement:			
	Added quotation marks to the newly defined term “damages”.	Defined term clarifies that only compensatory money damages are covered.	C
	Linked coverage to injury caused by a “wrongful act”, rather than just the occurrence of the “wrongful act”.	No change in coverage.	C
	Replaced the reference to negligent act, error or omission in the conduct of the named insured’s business as General Agents, etc., with the defined term “wrongful act”.	No change in coverage. The defined term “wrongful act” encapsulates the previous concept.	C
	Added reference to right to investigate and settle claims to the paragraph 1.a., rather than subparagraph 1.a.(2) where it is currently referenced	No change in coverage. Merely brings form into compliance with common format regimen.	C
	Added statement that we have no duty to defend suits seeking damages to which this insurance does not apply	No change in coverage. Merely brings form into compliance with common format regimen.	C
	Added statement that we have no other obligations or liability to pay sums unless provided for in the Supplementary Payments	No change in coverage. Merely brings form into compliance with common format regimen.	C
	Added paragraph b. to require that: (1) The “wrongful act” take place in the “coverage territory”; and (2) The injury occurs during the policy period.	No change in coverage. Merely brings form into compliance with common format regimen.	C
o Exclusions:			

**INSURANCE AGENTS ERRORS AND OMISSIONS
INSURANCE COVERAGE FORM PA 115 08 07
DESCRIPTION OF REVISIONS**

Section	Revision	Effect	<u>Broadening Restriction Clarification</u>
	Added: Abuse or Molestation Exclusion.	No change in coverage, as this merely builds in exclusion added by endorsement, PA 315 to all policies.	C
	Added: Aircraft, Auto or Watercraft Exclusion	Standard exclusion added to clarify that these exposures are not addressed by this coverage form.	C
	Added: Alternative Risk Transfer Exclusion	Eliminates coverage for liability arising out of the forming, operation, etc. of such operations. Such exposures are more appropriately insured elsewhere, such as Insurance Company Errors and Omissions Insurance.	R
	Added: Asbestos Exclusion	Added to clarify that such exposures are not addressed by this coverage form.	C
	Revised: Bodily Injury, Personal and Advertising Injury or Property Damage Exclusion	Previously excluded only bodily injury and property damage.	C
	Added: Common Control Exclusion	Eliminates coverage for claims brought by entities controlled by the named insured.	R
	Added: Contractual Liability	Industry standard to exclude contractually assumed obligations, except to the extent they would exist irrespective of the contract.	C
	Added: Deceptive Trade practices and Antitrust Exclusion	Clarifies that liability arising from these actual or alleged practices is not insured here, if insurable at all under public policy.	C
	Revised: Dishonest, Fraudulent, Criminal or Malicious Acts Exclusion	Added reference to: 1) Fraudulent acts; and 2) Acts of persons for whom the insured is legally liable. Also, deleted the	C

**INSURANCE AGENTS ERRORS AND OMISSIONS
INSURANCE COVERAGE FORM PA 115 08 07
DESCRIPTION OF REVISIONS**

Section	Revision	Effect	<u>Broadening</u> <u>Restriction</u> <u>Clarification</u>
		reference to libel and slander, as that is addressed in the Bodily Injury, Personal and Advertising Injury or Property Damage Exclusion.	
	Added: ERISA Exclusion	Added to clarify that such exposures are not insured here, as they are more appropriately insured elsewhere (i.e., Fidelity Bonds and Fiduciary Liability Policies), to the extent they are insurable.	C
	Added: Employee Benefits Exclusion	Works in conjunction with the ERISA Exclusion to eliminate coverage for claims or "suits" regarding sponsored employee benefit programs, which should be insured elsewhere.	C
	Added: Employer's Liability Exclusion	Standard exclusion added to clarify that such exposures are not insured under this coverage form.	C
	Added: Employment Practices Exclusion	No real change in coverage, as such liability would not fit within the parameters of the insuring agreement. Added as a clarification.	C
	Added: Expected or Intended Injury Exclusion	Standard exclusion added to reinforce that intentionally inflicted injuries are not insurable.	C
	Added: Improper Notarization Exclusion	Added to clarify that coverage does not apply when notarization services are rendered out of compliance with the governing law.	C
	Added: Insured Versus Insured Exclusion	Eliminates coverage for claims brought by	R

**INSURANCE AGENTS ERRORS AND OMISSIONS
INSURANCE COVERAGE FORM PA 115 08 07
DESCRIPTION OF REVISIONS**

Section	Revision	Effect	<u>Broadening Restriction Clarification</u>
		other insureds under the policy.	
	Added: Interest Rates and Premiums Exclusion	Eliminates coverage for liability arising out of representations made with regard to future rates of interest, future market values of insurance products and future premium payments.	R
	Added: Money Received Exclusion	Clarifies that coverage is not provided for liability arising out of the insured's handling of money for others, which is more appropriately addressed by fidelity coverage.	C
	Added: Nuclear Exclusion	Standard exclusion added to clarify that such exposures are not insured under this coverage form.	C
	Added: Pollutant Exclusion	Standard exclusion added to clarify that such exposures are not insured under this coverage form.	C
	Added: RICO Exclusion	Added to clarify that liability arising out of activities subject to RICO laws is not insured, if insurable at all.	C
	Added: Securities Actions Exclusion	Replaces the previous exclusion of regarding the sale of mutual funds, securities or other financial planning services.	C
	Added: Third Party Administrators Exclusion	Eliminates coverage for such exposures, which is deemed to be outside the realm of an insurance agent's standard practice or exposure.	C
	Added: War Exclusion	Standard exclusion added to clarify that	C

**INSURANCE AGENTS ERRORS AND OMISSIONS
INSURANCE COVERAGE FORM PA 115 08 07
DESCRIPTION OF REVISIONS**

Section	Revision	Effect	<u>Broadening Restriction Clarification</u>
		such exposures are not insured under this coverage form.	
	Added: Worker's Compensation and Similar Laws Exclusion	Standard exclusion added to clarify that such exposures are not insured under this coverage form.	C
o Supplementary Payments:	Replaced the lead in statement with one from the CGL form.	Distinguishes between investigating claims and defending suits, no change in coverage.	C
	Replaced paragraph b. with the corresponding language from the CGL form.	This change: (1) Ties the covered expenses to the investigation or defense of a claim or suit; and (2) Increase the loss of earnings limit from \$100 to \$250 per day to match the CGL.	B
	We are revising the Supplementary Payments Section to more explicitly express underwriting intent. The intent of the provision "all costs taxed against the insured" is to provide coverage for <u>court</u> costs taxed against the insured and not to provide coverage for the plaintiff's attorneys' fees or expenses taxed against the insured. There is no impact on coverage.	Clarifies intent of the Coverage Form.	C
	Replaced paragraph e. with the latest language regarding prejudgment interest from our CGL form.	Clarifies that the amount of prejudgment interest we owe is that calculated on the amount of the judgment that falls within our limit of insurance. No change in coverage.	C

**INSURANCE AGENTS ERRORS AND OMISSIONS
INSURANCE COVERAGE FORM PA 115 08 07
DESCRIPTION OF REVISIONS**

Section	Revision	Effect	<u>Broadening</u> <u>Restriction</u> <u>Clarification</u>
Section II – Who Is An Insured:	Revised paragraph 1. and subparagraphs a. through e. to anticipate and provide coverage for the following forms of ownership of a named insured, which is the same as the industry standard (ISO) CGL form: <ul style="list-style-type: none"> ▪ Individual (i.e., sole proprietor); ▪ Partnership or joint venture; ▪ Limited liability company; ▪ Organization other than the above (i.e., corporation); and ▪ Trusts 	No change in coverage. Only clarifies the forms of ownership that may exist for a named insured and the extent to which the owners and managers of them have insured status under the form.	C
	Added paragraph 2. to provide insured status for the following: <ul style="list-style-type: none"> ▪ Non-“employee” licensed solicitors or brokers who place business with or through the named insured; ▪ “Employees” of the named insured; ▪ Heirs, executors, etc. of insureds that are deceased, incapacitated or bankrupt; and ▪ The legally recognized spouses of insureds. 	The addition of legal representatives and spouses of insured’s represents a broadening of coverage.	B
	Added paragraph 3. to provide coverage for newly acquired or formed organizations for 90 days or the end of the policy period, whichever occurs first, in order to provide the named insured time to submit the new entity to us or another insurer for annual coverage.	This is a broadening of coverage.	B

**INSURANCE AGENTS ERRORS AND OMISSIONS
INSURANCE COVERAGE FORM PA 115 08 07
DESCRIPTION OF REVISIONS**

Section	Revision	Effect	<u>Broadening Restriction Clarification</u>
	Added the last paragraph regarding unnamed entities.	Clarifies the extent of coverage provided by stating coverage does not apply to liability arising from current or past business entities not listed as a named insured in the declarations.	C
Section III – Limits of Insurance:	Revised paragraph 2. by adding quotation marks to the newly defined term “damages” and adding clarifying statements to the effect that the aggregate applies to “... <u>the sum of all</u> ‘damages’ <u>arising from</u> all claims or ‘suits’...”	No change in coverage.	C
	Revised paragraph 3. to reference “... all ‘damages’ arising out of ‘interrelated injury’.”	Clarifies that the each wrongful act limit is the most we’ll pay for all “damages” arising from “interrelated injury”.	C
	Revised paragraph 4. to clarify that the deductible applies once with respect to all “damages” arising from a “wrongful act” or “interrelated wrongful acts”.	Broadens coverage as previously the deductible applied to each individual claim.	B
	Added paragraph 5. to delineate the insured’s responsibilities to reimburse us for amounts paid within the deductible or in excess of the limit to settle a claim or satisfy a judgment.	Added as a clarification of the insureds responsibilities. No change in coverage.	C
	The last sentence/paragraph replaces former paragraph 5.	No change in coverage. The newly defined term “coverage term” encapsulates the verbiage formerly set out here about how limits apply to annual terms.	C
Section IV – Conditions:	Revised Condition 2. Duties in the Event of...:	No change in coverage.	C

**INSURANCE AGENTS ERRORS AND OMISSIONS
INSURANCE COVERAGE FORM PA 115 08 07
DESCRIPTION OF REVISIONS**

Section	Revision	Effect	<u>Broadening</u> <u>Restriction</u> <u>Clarification</u>
	a. To refer to "wrongful act" in lieu of occurrence; and b. By revising paragraph d. to "...that insured's own cost..." in lieu of "...their own cost..."		
	Revised Condition 3. Legal Action Against Us by adding quotation marks to the newly defined term "damages".	No change in coverage.	C
	Added Condition 4. Liberalization per latest CGL standard.	Liberalization now applies.	B
	Re-titled Condition 5. Multi-Year Policies (formerly Condition 7. Three – or Five – Year Policies).	No change in coverage. Just states that if we issue coverage on a multi-year basis we can re-rate at each anniversary based on current rates.	C
	Revised Condition 6. Other Insurance to be purely excess, except with respect to coverage written specifically to be excess of this insurance.	No effect on the insured. Puts our layer of coverage excess of any others available to the insured, except that written specifically as excess of our form (i.e., an umbrella or excess policy scheduling our policy).	C
	Added Condition 7. Premium Audit, as the premium for this coverage is referred to as an "Advance (i.e., deposit) Premium" in the Declarations.	Allows for premium audits of policies.	C
	Revised Condition 10. Transfer Of Rights Of Recovery Against Others To Us by: 1) Replacing the reference to "... after a loss..." with "... after a 'wrongful act'..."; and 2) replacing the term "suit" with legal action.	No change in coverage.	C
	Added Condition 11. When We Do Not Renew.	No change in coverage.	C

**INSURANCE AGENTS ERRORS AND OMISSIONS
INSURANCE COVERAGE FORM PA 115 08 07
DESCRIPTION OF REVISIONS**

Section	Revision	Effect	Broadening Restriction Clarification
Section V – Definitions:			
○ Added:	Advertisement	Used in the definition of personal and advertising injury.	C
	Bodily injury	Used in various exclusions.	C
	Coverage term	Used in the insuring agreement and elsewhere to clarify how a multi-year policy applies.	C
	Damages	Defined to encompass the compensatory monetary portions or judgments or settlements.	C
	Employee	Used in the Employer's Liability Exclusion and Section II – Who is An Insured.	C
	Executive Officer	Used in Section II – Who is An Insured.	C
	Interrelated injury	Used to link all causally connected injuries to one "coverage term" and one Each Wrongful limit of Insurance.	C
	Interrelated wrongful acts	Used to link all claims from the same set of circumstances to one "interrelated injury".	C
	Leased worker	Used in the definition of "employee".	C
	Personal and advertising injury	Used in the Bodily injury, Personal and Advertising Injury or Property Damage Exclusion	C
	Pollutant	Used in conjunction with the revised exclusion of pollutants.	R
	Professional services	Used within the definition of "wrongful act" to delineate what services are covered.	C

**INSURANCE AGENTS ERRORS AND OMISSIONS
INSURANCE COVERAGE FORM PA 115 08 07
DESCRIPTION OF REVISIONS**

Section	Revision	Effect	<u>Broadening Restriction Clarification</u>
	Property damage	Used in the Bodily Injury, Personal and Advertising Injury or Property Damage Exclusion.	C
	Temporary worker	Used in definition of "employee"	C
	Workplace	Used within the revised Employer's Liability exclusion.	C
	Wrongful act	Sets out what acts are insured under.	C
o Revised:			
	Coverage territory by adding quotation marks to the newly defined term "damages".	No change in coverage.	C
	Suit by: <ul style="list-style-type: none"> ▪ Matching latest ISO standards with respect to including arbitration proceedings, alternative dispute resolution proceedings, and appeals; and ▪ Adding quotation marks to the newly defined term "damages". 	No change in coverage.	C
o Deleted:			
	Financial planning services.	No change in coverage. The exclusion this definition was used in was replaced by another that does not use this definition.	C
	Securities	No change in coverage. The exclusion this definition was used in was replaced by another that does not use this definition.	C

CLERGY/COUNSELORS PROFESSIONAL LIABILITY COVERAGE FORM PA 116 08 07

DESCRIPTION OF REVISIONS

Section	Revision	Effect	Broadening Restriction Clarification
Section I – Coverage:			
• Insuring Agreement:	Added paragraph b. to: (1) Require that injury take place in the coverage territory; and (2) Require that the injury occur during the policy period.	No change in coverage. Merely brings form into compliance with common format regimen.	C
• Exclusions:			
o Added:	Abuse or Molestation Exclusion	No change in coverage, as this merely builds in exclusion added by endorsement, PA 315 to all policies.	C
	Asbestos Exclusion	Eliminates coverage for liability arising from the presence of asbestos,	R
	Expected or Intended Injury Exclusion	Adds exclusion for exposure generally deemed uninsurable as a matter of public policy.	R
	Nuclear Exclusion	Eliminates coverage for liability arising from the hazardous properties of nuclear material. Such liability is typically excluded in all coverage forms by the insurance industry.	R
	Pollutant Exclusion	Industry standard exclusion of liability arising from the release of pollutants.	R
	War Exclusion	Industry standard exclusion for liability arising from war and war like actions.	R
• Supplementary Payments:	We are revising the Supplementary Payments Section to more explicitly express underwriting intent. The intent of the provision "all costs taxed against the insured" is to provide coverage for <u>court</u> costs taxed against the insured and not to provide coverage for the plaintiff's attorneys' fees or expenses taxed against the insured. There is no impact on coverage.	Clarifies intent of the Coverage Form.	C
	Replaced paragraph e. with the latest language regarding prejudgment interest from our CGL form.	Clarifies that the amount of prejudgment interest we owe is that calculated on the amount of the judgment that falls within our limit of insurance. No change in coverage.	C

CLERGY/COUNSELORS PROFESSIONAL LIABILITY COVERAGE FORM PA 116 08 07

DESCRIPTION OF REVISIONS

Section	Revision	Effect	Broadening Restriction Clarification
Section II – Who Is An Insured:	Added last paragraph, per ISO's Hospital Professional Liability Coverage Form PR 00 03 12 97, to preclude coverage for unnamed partnerships, joint ventures or limited liability companies.	No change in coverage.	C
Section III – Limits of Insurance:	Revised paragraph 2. to reference "... <u>the sum of all</u> damages.."	Clarifies that the aggregate limit is the most we'll pay for all damages during the course of an annual coverage term.	C
	Revised paragraph 3. to reference "all" damages arising from one "professional incident".	Specifies that the Each Incident Limit is the most we'll pay for all injuries arising from the same "professional incident".	R
	Replaced the last paragraph with a reference to the "coverage term".	No change in coverage, limits apply separately to each annual term.	C
Section IV – Conditions:	Revised Condition 2. Duties in the Event of ... to refer to "professional incident" in lieu of act, error or omission.	No change in coverage.	C
	Revised Condition 4. Liberalization per latest CGL standard.	No change in coverage.	C
	Re-titled former Condition 8. Three – or – Five Year Policies as Multi-Year Policies, now Condition 5.	No change in coverage.	C
	Revised Condition 6. Other Insurance to be purely excess, except with respect to coverage written specifically to be excess of this insurance.	No effect on the insured. Puts our layer of coverage excess of any others available to the insured, except that written specifically as excess of our form (i.e., an umbrella or excess policy scheduling our policy).	C
Section V – Definitions:			
○ Added:	Coverage term	Used in the insuring agreement and elsewhere to clarify how a multi-year policy applies.	C
	Electronic Data	Used in conjunction with the revised definition	C

CLERGY/COUNSELORS PROFESSIONAL LIABILITY COVERAGE FORM PA 116 08 07

DESCRIPTION OF REVISIONS

Section	Revision	Effect	<u>Broadening</u> <u>Restriction</u> <u>Clarification</u>
		of "property damage".	
	Executive officer	Used in Section II – Who Is An Insured.	C
	Pollutant	Used in conjunction with the new exclusion of pollutants.	R
	Professional incident	Added to define what triggers coverage in the insuring agreement and link all related incidents to one "professional incident".	C
o Revised:	Property damage to clarify that electronic data is not considered tangible property, per latest ISO standards.	No change in coverage.	C

PRINTERS ERRORS AND OMISSIONS INSURANCE COVERAGE FORM PA 117 08 07

DESCRIPTION OF REVISIONS

Section	Revision	Effect	Broadening Restriction Clarification
Section I – Coverage:			
• Insuring Agreement:	Added quotation marks to the term “damages”, which is now defined.	No change in coverage. Encompasses the previously defined term “loss”.	C
	Linked coverage to injury caused by a “wrongful act”, rather than just the occurrence of the “wrongful act”.	No change in coverage.	C
	Replaced the reference to negligent act, error or omission in rendering “printing services” with the defined term “wrongful act”.	No change in coverage. The defined term “wrongful act” encapsulates the previous concept.	C
	Added reference to right and duty to defend and right to investigate to the paragraph 1.a., rather than subparagraph 1.a.(2) where it is currently referenced	No change in coverage. Merely brings form into compliance with common format regimen.	C
	Added statement that we have no duty to defend suits seeking damages to which this insurance does not apply	No change in coverage. Merely brings form into compliance with common format regimen.	C
	Added statement that we have no other obligations or liability to pay sums unless provided for in the Supplementary Payments	No change in coverage. Merely brings form into compliance with common format regimen.	C
	Added paragraph b. to: (1) Require that the “wrongful act” take place in the coverage territory; and (2) Require that the injury occur during the policy period.	No change in coverage. Merely brings form into compliance with common format regimen.	C
• Exclusions:			
	Added: Abuse or Molestation Exclusion.	No change in coverage, as this merely builds in exclusion added by endorsement, PA 315 to all policies.	C
	Revised: Aircraft, Auto or Watercraft	Added reference to “entrustment” in the	C

PRINTERS ERRORS AND OMISSIONS INSURANCE COVERAGE FORM PA 117 08 07

DESCRIPTION OF REVISIONS

Section	Revision	Effect	Broadening Restriction Clarification
		exclusionary language.	
	Added: Asbestos Exclusion	Eliminates coverage for liability arising from the presence of asbestos,	R
	Added: Bodily Injury, Personal and Advertising Injury or Property Damage Exclusion	Replaces the previous exclusion that excluded liability insured by a CGL contract.	C
	Revised: Contractual Liability	Added reference to "any obligation or....assumed..."	C
	Added: Costs to Correct Your Product or Your Work Exclusion	Replaces the previous damage to your product or work exclusion and eliminates the exceptions for work performed by a subcontractor and recall.	R
	Added: Deceptive Trade Practices and Antitrust Exclusion	Clarifies that liability from such practices is not insured here.	C
	Added: Delay Exclusion	Excludes liability for delayed delivery of the insured's work or products.	R
	Revised: Dishonest, Criminal or malicious Acts Exclusion	Deleted reference to libelous or slanderous, as such liability excluded in the Bodily Injury, Personal and Advertising Injury or Property Damage Exclusion.	C
	Added: Electronic Data Exclusion	Eliminates coverage for loss to such intangible property.	R
	Revised: Employer's Liability Exclusion	Updated per current standards to refer to both the "workplace" and while performing duties in the conduct of the named insured's business.	C
	Added: Employment Practices Exclusion	No real change in coverage, as such liability would not fit within the parameters of the insuring agreement. Added as a clarification.	C

PRINTERS ERRORS AND OMISSIONS INSURANCE COVERAGE FORM PA 117 08 07

DESCRIPTION OF REVISIONS

Section	Revision	Effect	Broadening Restriction Clarification
	Revised: Expected or Intended Injury Exclusion	Revised per current standards to reference injury which may be reasonably be expected to result from intentional or criminal acts, even if the injury is of a different degree or type actually intended.	C
	Added: Games of Chance Exclusion	Eliminates coverage for liability arising from entry forms, tickets, prize winning pieces or similar items.	R
	Added: Infringement of Intellectual Property Rights Exclusion	Eliminates coverage for direct or vicarious infringements of intellectual property rights.	R
	Added: Insureds in Media and Internet Type Businesses Exclusion	Excludes coverage for any insured with such operations. Based on the same exclusion in the CGL form.	R
	Revised: Nuclear Exclusion	Used more succinct version that incorporates the definition of various nuclear materials by referring to the Atomic energy Act.	C
	Revised: Pollutant Exclusion	Replaced with current total pollutant exclusion from Coverage B of the CGL form.	R
	Added: War Exclusion	Industry standard exclusion for liability arising from war and war like actions.	R
• Supplementary Payments:	Replaced the lead in statement with one from the CGL form.	Distinguishes between investigating claims and defending suits, no change in coverage.	C
	Replaced paragraph b. with the corresponding language from the CGL form.	This change: (1) Ties the covered expenses to the investigation or defense of a claim or suit; and (2) Increase the loss of earnings limit from \$100 to \$250 per day to	B

PRINTERS ERRORS AND OMISSIONS INSURANCE COVERAGE FORM PA 117 08 07

DESCRIPTION OF REVISIONS

Section	Revision	Effect	Broadening Restriction Clarification
		match the CGL.	
	We are revising the Supplementary Payments Section to more explicitly express underwriting intent. The intent of the provision "all costs taxed against the insured" is to provide coverage for <u>court</u> costs taxed against the insured and not to provide coverage for the plaintiff's attorneys' fees or expenses taxed against the insured. There is no impact on coverage.	Clarifies intent of the Coverage Form.	C
	Replaced paragraph e. with the latest language regarding prejudgment interest from our CGL form.	Clarifies that the amount of prejudgment interest we owe is that calculated on the amount of the judgment that falls within our limit of insurance. No change in coverage.	C
Section II – Who Is An Insured:	Added paragraph 1.c. to anticipate the limited liability company form of ownership of a named insured.	Adds the LLC and its managers as insureds per current CGL standards.	B
	Revised paragraph 1.d. to reference limited liability companies.	Distinguishes the form of ownership described by excepting LLC's.	C
	Added paragraph 1.e. to anticipate the trust form of ownership of a named insured.	Adds the trust and its trustees as insureds per current CGL standards.	B
	Revised paragraph 2.a. by adding a reference to managers of LLC's.	Excepts from the status of employee for insured status only managers of LLC's per current CGL standards.	C
	Revised paragraph 3. to reference limited liability companies.	Distinguishes the form of ownership described by excepting LLC's.	C
	Revised the last paragraph by adding a	Adds to the list of entities the conduct of	C

PRINTERS ERRORS AND OMISSIONS INSURANCE COVERAGE FORM PA 117 08 07

DESCRIPTION OF REVISIONS

Section	Revision	Effect	Broadening Restriction Clarification
	reference to limited liability companies.	which, past or present, is not insured unless listed as a named insured.	
Section III – Limits of Insurance:	Revised Paragraph 2. to reference “the most we will pay for <u>the sum of all ‘loss’...</u> ” in lieu of damages.	Clarifies that the aggregate limit applies to all “loss” arising from all claims or “suits” during a “coverage term”.	C
	Revised paragraph 3. to reference “all” “loss” arising from “interrelated injury”.	Specifies that the Each Wrongful Act Limit is the most we’ll pay for all injuries that are causally connected.	C
	Revised paragraph 4. to apply the deductible to each “wrongful act” or “interrelated wrongful acts” rather than each claim.	Reduces the amount of loss the insured may retain if a ‘wrongful act’ generates multiple claims.	B
	Added paragraph 5. to delineate the insureds’ responsibility in reimbursing us for amounts paid in excess of the limit of insurance or within the deductible.	No change in coverage.	C
	Replaced the last paragraph with a reference to the “coverage term”.	No change in coverage, limits apply separately to each annual term.	C
Section IV – Conditions:	Revised Condition 2. Duties in the Event of...: a. To refer to “wrongful act” in lieu of occurrence; and b. By revising paragraph d. to “...that insured’s own cost...” in lieu of “...their own cost...”	No change in coverage.	C
	Added Condition 4. Liberalization per latest CGL standard.	Liberalization now applies.	B
	Revised Condition 6. Other Insurance to be	No effect on the insured. Puts our layer of coverage excess of any others available to	C

PRINTERS ERRORS AND OMISSIONS INSURANCE COVERAGE FORM PA 117 08 07

DESCRIPTION OF REVISIONS

Section	Revision	Effect	Broadening Restriction Clarification
	purely excess, except with respect to coverage written specifically to be excess of this insurance.	the insured, except that written specifically as excess of our form (i.e., an umbrella or excess policy scheduling our policy).	
	Added Condition 7. Premium Audit, as the premium for this coverage is referred to as an "Advance (i.e., deposit) Premium" in the Declarations.	Allows for premium audits of policies.	C
	Added Condition 11. When We Do Not Renew.	No change in coverage.	C
Section V – Definitions:			
○ Added:	Advertisement	Used in the definition of personal and advertising injury.	C
	Bodily injury	Used in various exclusions.	C
	Coverage term	Used in the insuring agreement and elsewhere to clarify how a multi-year policy applies.	C
	Electronic data	Used in Electronic Data Exclusion and definition of "property damage".	C
	Employee	Used in the Employer's Liability Exclusion and Section II – Who is An Insured.	C
	Executive Officer	Used in Section II – Who is An Insured.	C
	Graphic arts services	Used in definition of "wrongful act" to grant coverage.	B
	Interrelated injury	Used to link all causally connected injuries to one "coverage term" and one Each Wrongful Act limit of Insurance.	C
	Interrelated wrongful acts	Used to link all claims from the same set of circumstances to one interrelated injury.	C

PRINTERS ERRORS AND OMISSIONS INSURANCE COVERAGE FORM PA 117 08 07

DESCRIPTION OF REVISIONS

Section	Revision	Effect	Broadening Restriction Clarification
	Leased worker	Used in the definition of "employee".	C
	Personal and advertising injury	Used in the Bodily injury, Personal and Advertising Injury or Property Damage Exclusion	C
	Pollutant	Used in conjunction with the revised exclusion of pollutants.	R
	Property damage	Used in the Bodily Injury, Personal and Advertising Injury or Property Damage Exclusion	C
	Temporary worker	Used in definition of "employee"	C
	Workplace	Used within the revised Employer's Liability exclusion.	C
○ Revised:	Damages (previously "loss")	Refers to "compensatory monetary damages" in lieu of "any amount as damages."	C
	Printing services	Revised to provide a more specific list of services that constitute "printing services."	C
	Suit	Matches latest ISO standards. No change in coverage.	C
	Your product	Limited to those that are the specific byproduct of the insured's "graphic arts or printing services."	C
	Your work	Limited it to that which is necessary and incidental to the insured's "graphic arts or printing services."	C

REAL ESTATE ERRORS AND OMISSIONS INSURANCE COVERAGE FORM PA 118 08 07

DESCRIPTION OF REVISIONS

Section	Revision	Effect	Broadening Restriction Clarification
Section I – Coverage:			
o Insuring Agreement:			
	Added quotation marks to the newly defined term “damages”.	Defined term clarifies that only compensatory money damages are covered.	C
	Linked coverage to injury caused by a “professional incident”, rather than just the occurrence of the “professional incident”.	No change in coverage.	C
	Replaced the reference to negligent act, error or omission in the conduct of the named insured’s business as real estate agents, etc., with the defined term “professional incident”.	The defined term “professional incident” encompasses the previous concept plus additional related real estate services not previously contemplated, detailed in the revisions to definitions below.	B
	Added reference to right to investigate and settle claims to the paragraph 1.a., rather than subparagraph 1.a.(2) where it is currently referenced	No change in coverage. Merely brings form into compliance with common format regimen.	C
	Added statement that we have no duty to defend suits seeking damages to which this insurance does not apply	No change in coverage. Merely brings form into compliance with common format regimen.	C
	Added statement that we have no other obligations or liability to pay sums unless provided for in the Supplementary Payments	No change in coverage. Merely brings form into compliance with common format regimen.	C
	Added paragraph b. to require that: (1) The “professional incident” take place in the “coverage territory”; and (2) The injury occur during the policy period.	No change in coverage. Merely brings form into compliance with common format regimen.	C
o Exclusions:			

**REAL ESTATE ERRORS AND OMISSIONS
INSURANCE COVERAGE FORM PA 118 08 07
DESCRIPTION OF REVISIONS**

Section	Revision	Effect	<u>Broadening Restriction Clarification</u>
	Added: Abuse or Molestation Exclusion.	No change in coverage, as this merely builds in exclusion added by endorsement, PA 315 to all policies.	C
	Added: Aircraft, Auto or Watercraft Exclusion	Standard exclusion added to clarify that these exposures are not addressed by this coverage form.	C
	Added: Asbestos Exclusion	Added to clarify that such exposures are not addressed by this coverage form.	C
	Revised: Bodily Injury, Personal and Advertising Injury or Property Damage Exclusion	Previously excluded only bodily injury and property damage. The personal injury perils of libel and slander were excluded under the Dishonest, Fraudulent, Criminal or Malicious Act exclusion.	C
	Added: Common Control Exclusion	Eliminates coverage for claims brought by entities controlled by the named insured.	R
	Added: Contractual Liability	Industry standard to exclude contractually assumed obligations, except to the extent they would exist irrespective of the contract.	C
	Added: Deceptive Trade practices and Antitrust Exclusion	Clarifies that liability arising from these actual or alleged practices is not insured here, if insurable at all under public policy.	C
	Added: Discrimination (Non-employment Related) Exclusion	Excludes exposure unique to the real estate industry which is uninsurable by public policy in most cases.	C
	Revised: Dishonest, Fraudulent, Criminal or Malicious Acts Exclusion	Added reference to: 1) Fraudulent acts; and 2) Acts of persons for whom the insured is legally liable. Also, deleted the reference to libel and slander, as that is	C

**REAL ESTATE ERRORS AND OMISSIONS
INSURANCE COVERAGE FORM PA 118 08 07
DESCRIPTION OF REVISIONS**

Section	Revision	Effect	<u>Broadening</u> <u>Restriction</u> <u>Clarification</u>
		addressed in the Bodily Injury, Personal and Advertising Injury or Property Damage Exclusion.	
	Added: Distribution of Material in Violation of Statutes Exclusion	Added to clarify that such exposures (which are excluded under the CGL) are also not insured here.	C
	Added: Dual Agency Exclusion	Unique exposure in the real estate business where an agent represents both the seller and buyer in a transaction. Coverage does not apply in instances where the dual agency status has not been revealed to and accepted by the parties to the transaction.	R
	Added: ERISA Exclusion	Added to clarify that such exposures are not insured here, as they are more appropriately insured elsewhere (i.e., Fidelity Bonds and Fiduciary Liability Policies), to the extent they are insurable.	C
	Added: Employer's Liability Exclusion	Standard exclusion added to clarify that such exposures are not insured under this coverage form.	C
	Added: Employment Practices Exclusion	No real change in coverage, as such liability would not fit within the parameters of the insuring agreement. Added as a clarification.	C
	Added: Expected or Intended Injury Exclusion	Standard exclusion added to reinforce that intentionally inflicted injuries are not insurable.	C
	Added: Fungi or Bacteria Exclusion	No change in coverage. Previously added	C

**REAL ESTATE ERRORS AND OMISSIONS
INSURANCE COVERAGE FORM PA 118 08 07
DESCRIPTION OF REVISIONS**

Section	Revision	Effect	<u>Broadening</u> <u>Restriction</u> <u>Clarification</u>
		via endorsement PA 310.	
	Added: Future Valuations Exclusion	Excludes coverage for liability arising out of forecasting the future value of real estate or investments.	R
	Added: Improper Notarization Exclusion	Added to clarify that coverage does not apply when notarization services are rendered out of compliance with the governing law.	C
	Added: Insured Versus Insured Exclusion	Eliminates coverage for claims brought by other insureds under the policy.	R
	Added: Lead, Radon or Electromagnetic Fields Exclusion	The Lead exclusion was previously added via endorsement PA 301. To that the exposures of radon and electromagnetic fields were added, as well as the exposure of failing to discover or disclose such hazards.	R
	Added: Money Received Exclusion	Clarifies that coverage is not provided for liability arising out of the insured's handling of money for others, which is more appropriately addressed by fidelity coverage.	C
	Added: Nuclear Exclusion	Standard exclusion added to clarify that such exposures are not insured under this coverage form.	C
	Added: Other Operations Exclusion	Added to clarify that only operations specified in the definition of "professional real estate services" are insured under this contract.	C
	Added: Owned or Developed Property	Added to clarify that these types of	C

**REAL ESTATE ERRORS AND OMISSIONS
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DESCRIPTION OF REVISIONS**

Section	Revision	Effect	Broadening Restriction Clarification
	Exclusion	business or investment activities are not the subject of this insurance.	
	Added: Pollutant Exclusion	Standard exclusion added to clarify that such exposures are not insured under this coverage form.	C
	Added: Property Investment Activities	Added to clarify that exposures associated with setting up or owning real estate entities is not the subject of this insurance.	C
	Added: RICO Exclusion	Added to clarify that liability arising out of activities subject to RICO laws is not insured, if insurable at all.	C
	Added: Securities Actions Exclusion	Added to clarify that such exposures are not the subject of this insurance.	C
	Added: War Exclusion	Standard exclusion added to clarify that such exposures are not insured under this coverage form.	C
	Added: Worker's Compensation and Similar Laws Exclusion	Standard exclusion added to clarify that such exposures are not insured under this coverage form.	C
o Supplementary Payments:	Replaced the lead in statement with one from the CGL form.	Distinguishes between investigating claims and defending suits, no change in coverage.	C
	Replaced paragraph b. with the corresponding language from the CGL form.	This change: (1) Ties the covered expenses to the investigation or defense of a claim or suit; and (2) Increase the loss of earnings limit from \$100 to \$250 per day to match the CGL.	B
	We are revising the Supplementary	Clarifies intent of the Coverage Form.	C

**REAL ESTATE ERRORS AND OMISSIONS
INSURANCE COVERAGE FORM PA 118 08 07
DESCRIPTION OF REVISIONS**

Section	Revision	Effect	Broadening Restriction Clarification
	Payments Section to more explicitly express underwriting intent. The intent of the provision "all costs taxed against the insured" is to provide coverage for <u>court</u> costs taxed against the insured and not to provide coverage for the plaintiff's attorneys' fees or expenses taxed against the insured. There is no impact on coverage.		
	Replaced paragraph e. with the latest language regarding prejudgment interest from our CGL form.	Clarifies that the amount of prejudgment interest we owe is that calculated on the amount of the judgment that falls within our limit of insurance. No change in coverage.	C
Section II – Who Is An Insured:	Revised paragraph 1. and subparagraphs a. through e. to anticipate and provide coverage for the following forms of ownership of a named insured, which is the same as the industry standard (ISO) CGL form: <ul style="list-style-type: none"> ▪ Individual (i.e., sole proprietor); ▪ Partnership or joint venture; ▪ Limited liability company; ▪ Organization other than the above (i.e., corporation); and ▪ Trusts 	No change in coverage. Only clarifies the forms of ownership that may exist for a named insured and the extent to which the owners and managers of them have insured status under the form.	C
	Added paragraph 2. to provide insured status for the following: <ul style="list-style-type: none"> ▪ Non-"employee" licensed real estate agents operating under the named 	The addition of legal representatives and spouses of insured's represents a broadening of coverage.	B

**REAL ESTATE ERRORS AND OMISSIONS
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DESCRIPTION OF REVISIONS**

Section	Revision	Effect	Broadening Restriction Clarification
	<ul style="list-style-type: none"> insured's broker license; ▪ "Employees" of the named insured; ▪ Heirs, executors, etc. of insureds that are deceased, incapacitated or bankrupt; and ▪ The legally recognized spouses of insureds. 		
	Added paragraph 3. to provide coverage for newly acquired or formed organizations for 90 days or the end of the policy period, whichever occurs first, in order to provide the named insured time to submit the new entity to us or another insurer for annual coverage.	This is a broadening of coverage.	B
	Added the last paragraph regarding unnamed entities.	Clarifies the extent of coverage provided by stating coverage does not apply to liability arising from current or past business entities not listed as a named insured in the declarations.	C
Section III – Limits of Insurance:	Revised paragraph 2. by adding quotation marks to the newly defined term "damages" and adding clarifying statements to the effect that the aggregate applies to "... <u>the sum of all</u> 'damages' <u>for</u> all claims or 'suits'..."	No change in coverage.	C
	Revised paragraph 3. to reference "... all 'damages' arising out of any one 'interrelated injury'."	Clarifies that the each professional incident limit is the most we'll pay for all "damages" arising from "interrelated injury".	C
	Revised paragraph 4. to clarify that the	Broadens coverage as previously the	B

**REAL ESTATE ERRORS AND OMISSIONS
INSURANCE COVERAGE FORM PA 118 08 07
DESCRIPTION OF REVISIONS**

Section	Revision	Effect	<u>Broadening Restriction Clarification</u>
	deductible applies once with respect to all "damages" arising from a "professional incident" or "interrelated professional incidents".	deductible applied to each individual claim.	
	Added paragraph 5. to delineate the insured's responsibilities to reimburse us for amounts paid within the deductible or in excess of the limit to settle a claim or satisfy a judgment.	Added as a clarification of the insureds responsibilities. No change in coverage.	C
	The last sentence/paragraph replaces former paragraph 5.	No change in coverage. The newly defined term "coverage term" encapsulates the verbiage formerly set out here about how limits apply to annual terms.	C
Section IV – Conditions:	Revised Condition 2. Duties in the Event of...: a. To refer to "professional incident" in lieu of occurrence; and b. By revising paragraph d. to "...that insured's own cost..." in lieu of "...their own cost..."	No change in coverage.	C
	Revised Condition 3. Legal Action Against Us by adding quotation marks to the newly defined term "damages".	No change in coverage.	C
	Added Condition 4. Liberalization per latest CGL standard.	Liberalization now applies.	B
	Re-titled Condition 5. Multi-Year Policies (formerly Condition 7. Three – or Five – Year Policies).	No change in coverage. Just states that if we issue coverage on a multi-year basis we can re-rate at each anniversary based on current rates.	C
	Revised Condition 6. Other Insurance to be purely excess, except with respect to coverage	No effect on the insured. Puts our layer of coverage excess of any others available to	C

REAL ESTATE ERRORS AND OMISSIONS INSURANCE COVERAGE FORM PA 118 08 07

DESCRIPTION OF REVISIONS

Section	Revision	Effect	Broadening Restriction Clarification
	written specifically to be excess of this insurance.	the insured, except that written specifically as excess of our form (i.e., an umbrella or excess policy scheduling our policy).	
	Added Condition 7. Premium Audit, as the premium for this coverage is referred to as an "Advance (i.e., deposit) Premium" in the Declarations.	Allows for premium audits of policies.	C
	Revised Condition 10. Transfer Of Rights Of Recovery Against Others To Us by: 1) Replacing the reference to "... after a loss..." with "... after a 'professional incident'..."; and 2) replacing the term "suit" with legal action.	No change in coverage.	C
	Added Condition 11. When We Do Not Renew.	No change in coverage.	C
Section V – Definitions:			
○ Added:	Advertisement	Used in the definition of personal and advertising injury.	C
	Bodily injury	Used in various exclusions.	C
	Coverage term	Used in the insuring agreement and elsewhere to clarify how a multi-year policy applies.	C
	Damages	Defined to encompass the compensatory monetary portions or judgments or settlements.	C
	Employee	Used in the Employer's Liability Exclusion and Section II – Who is An Insured.	C
	Executive Officer	Used in Section II – Who is An Insured.	C
	Fungi	Used in the Fungi or Bacteria Exclusion	C

**REAL ESTATE ERRORS AND OMISSIONS
INSURANCE COVERAGE FORM PA 118 08 07
DESCRIPTION OF REVISIONS**

Section	Revision	Effect	Broadening Restriction Clarification
	Guaranteed sale listing contract	Used in exception to the Owned or Developed Property Exclusion.	C
	Interrelated injury	Used to link all causally connected injuries to one "coverage term" and one Each Professional Incident limit of Insurance.	C
	Interrelated professional incidents	Used to link all claims from the same set of circumstances to one set of "interrelated injuries".	C
	Leased worker	Used in the definition of "employee".	C
	Personal and advertising injury	Used in the Bodily injury, Personal and Advertising Injury or Property Damage Exclusion	C
	Pollutant	Used in conjunction with the revised exclusion of pollutants.	R
	Professional incident	Used to link a negligent act, error or omission in providing "professional real estate services" to coverage under this contract.	C
	Professional real estate services	Used within the definition of "professional incident" to delineate what services are covered. Previously the insuring agreement only applied to: 1) Real estate agents; 2) Notary Public; and 3) Appraisers. This definition is used to expand coverage to encompass the following additional real estate related professional services: a. Real estate broker, real estate agent, real estate sales person, real estate	B

**REAL ESTATE ERRORS AND OMISSIONS
INSURANCE COVERAGE FORM PA 118 08 07
DESCRIPTION OF REVISIONS**

Section	Revision	Effect	Broadening Restriction Clarification
		<p>personal assistant, real estate independent contractor, auctioneer of real property;</p> <p>b. Real estate consultant or counselor;</p> <p>c. Real estate appraiser;</p> <p>d. Real estate leasing agent or property manager;</p> <p>e. Mortgage broker or business broker; or</p> <p>f. Notary public or member of a formal real estate accreditation, real estate standards review or similar real estate board or real estate committee.</p>	
	Property damage	Used in the Bodily Injury, Personal and Advertising Injury or Property Damage Exclusion.	C
	Temporary worker	Used in definition of "employee"	C
	Workplace	Used within the revised Employer's Liability exclusion.	C
o Revised:			
	Coverage territory by adding quotation marks to the newly defined term "damages".	No change in coverage.	C
	<p>Suit by:</p> <ul style="list-style-type: none"> ▪ Matching latest ISO standards with respect to including arbitration proceedings, alternative dispute 	No change in coverage.	C

**REAL ESTATE ERRORS AND OMISSIONS
INSURANCE COVERAGE FORM PA 118 08 07
DESCRIPTION OF REVISIONS**

Section	Revision	Effect	<u>Broadening Restriction Clarification</u>
	<p>resolution proceedings, and appeals; and</p> <ul style="list-style-type: none"> ▪ Adding quotation marks to the newly defined term "damages". 		

PEDORTHISTS PROFESSIONAL LIABILITY COVERAGE FORM PA 120 08 07

DESCRIPTION OF REVISIONS

Section	Revision	Effect	Broadening Restriction Clarification
Preamble	Added statement that all other provisions of the Coverage Part apply to the insurance coverage afforded hereunder unless stated otherwise herein.	Clarifies that the other provisions of the CGL form apply to this coverage, such as paragraphs 1.b., c., d. and e. of the insuring agreement for Coverage A apply to the coverage provided by this endorsement.	C
Section A. – Insuring Agreement:	Instead of adding the Pedorthists Professional Liability Coverage to Paragraph 1.a. of the Coverage A insuring agreement it replaces Paragraph 1.a., but only with respect to the coverage provided by this endorsement.	Clarifies that the Pedorthists Professional Liability Coverage stands on its own.	C
	Included: 1) Duty to defend language; 2) Right to settle language; 3) The amount we will pay language; 4) Our duty to defend ceases language; and 5) No other obligation exists unless provided for under Supplementary Payments.	No change in coverage. Merely brings form into compliance with common format regimen.	C
Section C. – Definitions:	Occurrence	1) Added statement that this definition replaces the one in Section V – Definitions of the CGL form; 2) Added language to the definition that states that an “occurrence” means a negligent act, error or omission.	C
	Pedorthist	Linked definition to Board Certification to practice pedorthics.	C
Section D. – Limits of Insurance	Added statement to Paragraph 2. that the aggregate limit applies to the “...sum of all	No change in coverage. Just adds additional clarification that the aggregate is	C

PEDORTHISTS PROFESSIONAL LIABILITY COVERAGE FORM PA 120 08 07
DESCRIPTION OF REVISIONS

Section	Revision	Effect	<u>Broadening</u> <u>Restriction</u> <u>Clarification</u>
	damages..."	the sum total for any annual period for all claims or "suits" covered hereunder.	

NURSE'S PROFESSIONAL LIABILITY COVERAGE FORM PA 122 08 07

DESCRIPTION OF REVISIONS

Section	Revision	Effect	Broadening Restriction Clarification
Section I – Coverage:			
• Insuring Agreement:	Added reference to right and duty to defend and right to investigate to the first paragraph, 1.a., rather than subparagraph 1.a.(2) where it is currently referenced	No change in coverage. Merely brings form into compliance with common format regimen.	C
	Added statement to paragraph 1.a. that we have no duty to defend suits seeking damages to which this insurance does not apply	No change in coverage. Merely brings form into compliance with common format regimen.	C
	Added statement at the end of paragraph 1.a. that we have no other obligations or liability to pay sums unless provided for in the Supplementary Payments	No change in coverage. Merely brings form into compliance with common format regimen.	C
	Added paragraph b. to: (1) Require that medical incidents take place in the coverage territory; and (2) Require that the injury occur during the coverage term.	No change in coverage. Merely brings form into compliance with common format regimen.	C
• Exclusions:			
○ Added:	Abuse or Molestation Exclusion	No change in coverage, as this merely builds in exclusion added by endorsement, PA 315 to all policies.	C
	Aircraft, Auto or Watercraft Exclusion	Added per ISO Hospital Professional Liability Coverage Form PR 00 03 12 97.	R
	Asbestos Exclusion	Eliminates coverage for liability arising from the presence of asbestos.	R
	Contractual Liability Exclusion	Eliminates coverage for liability assumed in contracts, except that which would exist absence the contract.	R
	Discrimination	Added to clarify that such exposures are not insured under this form.	C
	Employer's Liability Exclusion	Industry standard exclusion. No change in coverage.	C
	Employment-Related Practices Exclusion	No real change in coverage, as such	C

NURSE'S PROFESSIONAL LIABILITY COVERAGE FORM PA 122 08 07

DESCRIPTION OF REVISIONS

Section	Revision	Effect	Broadening Restriction Clarification
		liability would not fit within the parameters of the insuring agreement. Added as a clarification.	
	Nuclear Exclusion	Eliminates coverage for liability arising from the hazardous properties of nuclear material. Such liability is typically excluded in all coverage forms by the insurance industry.	R
	Pollutant Exclusion	Industry standard exclusion of liability arising from the release of pollutants.	R
	Violation Of An Antitrust Law Exclusion	Added per ISO Hospital Professional Liability Coverage Form PR 00 03 12 97. Industry standard exclusion added as a clarification, as such liability does not actually fall within the insuring agreement.	C
	War Exclusion	Industry standard exclusion for liability arising from war and war like actions.	R
	Workers' Compensation and Similar Laws	Industry standard exclusion used to exclude coverage for exposures insured elsewhere.	C
• Supplementary Payments:	Replaced the lead in statement with one from the CGL form.	Distinguishes between investigating claims and defending suits, no change in coverage.	C
	Replaced paragraph b. with the corresponding language from the CGL form.	This change: (1) Ties the covered expenses to the investigation or defense of a claim or suit; and (2) Increase the loss of earnings limit from \$100 to \$250 per day to match the CGL.	B
	We are revising the Supplementary Payments Section to more explicitly express underwriting intent. The intent of the provision "all costs taxed against the	Clarifies intent of the Coverage Form.	C

NURSE'S PROFESSIONAL LIABILITY COVERAGE FORM PA 122 08 07

DESCRIPTION OF REVISIONS

Section	Revision	Effect	Broadening Restriction Clarification
	insured" is to provide coverage for <u>court</u> costs taxed against the insured and not to provide coverage for the plaintiff's attorneys' fees or expenses taxed against the insured. There is no impact on coverage.		
	Replaced paragraph e. with the latest language regarding prejudgment interest from our CGL form.	Clarifies that the amount of prejudgment interest we owe is that calculated on the amount of the judgment that falls within our limit of insurance. No change in coverage.	C
Section II – Who Is An Insured:	Updated language to specify the parties and their relationship to the Named Insured that are insureds' under this form.	Adds partnerships, joint ventures, limited liability companies and corporations (if that's the named insured's form of ownership) and employees.	B
	Added last paragraph, per ISO's Hospital Professional Liability Coverage Form PR 00 03 12 97, to preclude coverage for unnamed partnerships, joint ventures or limited liability companies.	No change in coverage.	C
Section III – Limits of Insurance:	Revised Paragraph 1. to reference a. Insureds.	The policy limits of insurance apply collectively to all insureds.	R
	Revised paragraph 2. to reference "...the sum of all..."	Just adds additional clarification that the aggregate limit applies to the sum of all damages from all claims or suits during the coverage term.	C
	Revised paragraph 3. to apply to any one "medical incident" in lieu of claim or "suit".	No change in coverage.	C
	Replaced the last paragraph with a reference to the "coverage term".	No change in coverage.	C
	Deleted last statement that "These Limits of Insurance apply separately to each insured."	The Limits of Insurance now apply collectively to all insureds.	R

NURSE'S PROFESSIONAL LIABILITY COVERAGE FORM PA 122 08 07

DESCRIPTION OF REVISIONS

Section	Revision	Effect	Broadening Restriction Clarification
Section IV – Conditions:	Revised Condition 2. Duties in the Event of... by: 1) Replacing "Occurrence" with "Medical Incident" in the title; and 2) replacing "... at their own cost..." with "... at that insured's own cost..." in paragraph d.	No change in coverage.	C
	Added Condition 4. Liberalization per latest CGL standard.	Now changes that broaden coverage under this coverage form at no additional cost are automatically included during the policy period.	B
	Added Condition 5. Multi-Year Policies	Allows rates to be adjusted at anniversary dates.	C
	Revised Condition 6. Other Insurance to be purely excess, except with respect to coverage written specifically to be excess of this insurance.	No effect on the insured. Puts our layer of coverage excess of any others available to the insured, except that written specifically as excess of our form (i.e., an umbrella or excess policy scheduling our policy).	C
	Added Condition 7. Premium Audit, as the premium for this coverage is referred to as a "Advance Premium" in the Declarations.	Allows for premium audits of policies.	C
	Added Condition 11. When We Do Not Renew.	No change in coverage.	C
Section V – Definitions:			
○ Added:	Ambulance	Used in the exception to the Aircraft, Auto or Watercraft exclusion for the loading or unloading of residents to and from ambulances.	B
	Bodily injury	Used in the Employer's Liability Exclusion.	C
	Coverage term	Used in the insuring agreement and elsewhere to clarify how a multi-year policy applies.	C
	Employee	Used in conjunction with Section II – Who Is An Insured.	C

NURSE'S PROFESSIONAL LIABILITY COVERAGE FORM PA 122 08 07

DESCRIPTION OF REVISIONS

Section	Revision	Effect	Broadening Restriction Clarification
	Executive officer	Used in conjunction with Section II – Who Is An Insured.	C
	Interrelated injuries	Used to link all causally connected injuries to one “coverage term” and one Each Claim limit of Insurance.	C
	Leased worker	Included within the definition of employee.	C
	Pollutant	Used in conjunction with the new exclusion of pollutants.	R
	Professional services	Used in conjunction with the term “medical incident” to delineate what professional services are insured.	C
	Temporary worker	Used within the definition of employee, this is a class of worker not included as an employee.	C
	Workplace	Used within the Employer's Liability exclusion.	C
○ Revised:	Damages	Now exclude fines, penalties, multiplied and punitive damages. No change in coverage.	C
	Medical incident	The definition now: 1) Refers to negligent, acts, errors, omissions or malpractice (negligent, error and malpractice were added); 2) The term “professional services” has been included to encompass those services insured; 3) Added references to acts of someone under an insured's supervision, which was previously referenced within the insuring agreement (i.e., someone for whom the insured was legally liable); 4) The reference to service on a professional board was moved here from the insuring agreement; and 5) The last paragraph concerning what constitutes	C

NURSE'S PROFESSIONAL LIABILITY COVERAGE FORM PA 122 08 07

DESCRIPTION OF REVISIONS

Section	Revision	Effect	<u>Broadening</u> <u>Restriction</u> <u>Clarification</u>
		a single "medical incident" was revised to also reference incidents involving service on a professional board.	
	Suit	Matches latest ISO standards. No change in coverage.	C

MISCELLANEOUS PROFESSIONAL LIABILITY COVERAGE FORM

PA 123 08 07 – DESCRIPTION OF REVISIONS

Section	Revision	Effect	Broadening Restriction Clarification
Section I – Coverage:			
• Insuring Agreement:	Added reference to right and duty to defend and right to investigate to the paragraph 1.a., rather than subparagraph 1.a.(2) where it is currently referenced	No change in coverage. Merely brings form into compliance with common format regimen.	C
	Added statement that we have no duty to defend suits seeking damages to which this insurance does not apply	No change in coverage. Merely brings form into compliance with common format regimen.	C
	Added statement that we have no other obligations or liability to pay sums unless provided for in the Supplementary Payments	No change in coverage. Merely brings form into compliance with common format regimen.	C
	Added paragraph b. to: (1) Require that injury take place in the coverage territory; and (2) Require that the injury occur during the policy period.	No change in coverage. Merely brings form into compliance with common format regimen.	C
• Exclusions:			
	Added: Abuse or Molestation Exclusion.	No change in coverage, as this merely builds in exclusion added by endorsement, PA 315 to all policies.	C
	Revised: Aircraft, Auto or Watercraft	Added reference to “entrustment” in the exclusionary language.	C
	Added: Asbestos Exclusion	Eliminates coverage for liability arising from the presence of asbestos,	R
	Revised: Contractual Liability	Added exception for liability that would accrue in the absence of the contract.	C
	Added: Discrimination Exclusion	Eliminates coverage for non-employment related acts of discrimination.	R
	Added: Electronic Data Exclusion	Eliminates coverage for loss to such intangible property.	R

MISCELLANEOUS PROFESSIONAL LIABILITY COVERAGE FORM

PA 123 08 07 – DESCRIPTION OF REVISIONS

Section	Revision	Effect	Broadening Restriction Clarification
	Revised: Employer's Liability Exclusion	Updated per current standards to: 1) Refer to both the "workplace" and while performing duties in the conduct of the named insured's business; and 2) Exclude consequential loss suffered by family members.	C
	Added: Employment-Related Practices Exclusion	No real change in coverage, as such liability would not fit within the parameters of the insuring agreement. Added as a clarification.	C
	Added: Expected or Intended Injury	Added to reinforce that non-fortuitous events are uninsurable. No change in coverage.	C
	Deleted: Fellow Employee Exclusion	No effect on coverage as language to this effect was added to Section II – Who is an Insured, per industry standards.	C
	Added: Nuclear Exclusion	Eliminates coverage for liability arising from the hazardous properties of nuclear material. Such liability is typically excluded in all coverage forms by the insurance industry.	R
	Added: Personal Injury or Property Damage	Added reference to "personal injury" to reinforce that such exposures are the subject of CGL insurance and not this form. "Property damage" was already excluded.	C
	Revised: Other Operations	Title added to previous exclusion b. Also, the exclusion has been revised to apply to the actions of "any" insured, rather than "the" insured.	C
	Added: Pollutant Exclusion	Industry standard exclusion of liability	R

MISCELLANEOUS PROFESSIONAL LIABILITY COVERAGE FORM

PA 123 08 07 – DESCRIPTION OF REVISIONS

Section	Revision	Effect	Broadening Restriction Clarification
		arising from the release of pollutants.	
	Deleted: Property Damage to Property in Care, Custody or Control	Duplicative of Personal Injury or Property Damage Exclusion.	C
	Added: War Exclusion	Industry standard exclusion for liability arising from war and war like actions.	R
• Supplementary Payments:	Replaced the lead in statement with one from the CGL form.	Distinguishes between investigating claims and defending suits, no change in coverage.	C
	Replaced paragraph b. with the corresponding language from the CGL form.	This change: (1) Ties the covered expenses to the investigation or defense of a claim or suit; and (2) Increase the loss of earnings limit from \$100 to \$250 per day to match the CGL.	B
	We are revising the Supplementary Payments Section to more explicitly express underwriting intent. The intent of the provision "all costs taxed against the insured" is to provide coverage for <u>court</u> costs taxed against the insured and not to provide coverage for the plaintiff's attorneys' fees or expenses taxed against the insured. There is no impact on coverage.	Clarifies intent of the Coverage Form.	C
	Replaced paragraph e. with the latest language regarding prejudgment interest from our CGL form.	Clarifies that the amount of prejudgment interest we owe is that calculated on the amount of the judgment that falls within our limit of insurance. No change in coverage.	C
Section II – Who Is An Insured:	Updated language to specify the parties and their relationship to the Named Insured	Adds employees and legal representatives of deceased insureds as insureds.	B

MISCELLANEOUS PROFESSIONAL LIABILITY COVERAGE FORM

PA 123 08 07 – DESCRIPTION OF REVISIONS

Section	Revision	Effect	Broadening Restriction Clarification
	that are insureds' under this form.		
	Added last paragraph, per ISO's Hospital Professional Liability Coverage Form PR 00 03 12 97, to preclude coverage for unnamed partnerships, joint ventures or limited liability companies.	No change in coverage.	C
Section III – Limits of Insurance:	Revised Paragraph 1. to reference a. Insureds.	The policy limits of insurance apply collectively to all insureds.	R
	Revised paragraph 2. to reference "the sum of all" damages..	Clarifies that the aggregate limit is the most we'll pay for all damages during the course of an annual coverage term.	C
	Revised paragraph 3. to reference "all" damages arising from one "professional incident".	Specifies that the Each Incident Limit is the most we'll pay for all injuries arising from one "professional incident".	R
	Deleted previous Paragraphs 4. and 5.	Eliminates separate limits for each insured.	R
	Replaced the last paragraph with a reference to the "coverage term".	No change in coverage, limits apply separately to each annual term.	C
Section IV – Conditions:	Revised Condition 2. Duties in the Event of...: a. To refer to "professional incident" in lieu of occurrence; and b. By revising paragraph d. to "...that insured's own cost..." in lieu of "...their own cost..."	No change in coverage.	C
	Added Condition 4. Liberalization per latest CGL standard.	Liberalization now applies.	B
	Revised Condition 6. Other Insurance to be purely excess, except with respect to coverage written specifically to be excess of this insurance.	No effect on the insured. Puts our layer of coverage excess of any others available to the insured, except that written specifically as excess of our form (i.e., an umbrella or	C

MISCELLANEOUS PROFESSIONAL LIABILITY COVERAGE FORM

PA 123 08 07 – DESCRIPTION OF REVISIONS

Section	Revision	Effect	Broadening Restriction Clarification
		excess policy scheduling our policy).	
	Added Condition 7. Premium Audit, as the premium for this coverage is referred to as an "Advance (i.e., deposit) Premium" in the Declarations.	Allows for premium audits of policies.	C
	Revised Condition 9. Separation of Insureds to state that the limits of insurance do not apply separately to each insured.	Works in conjunction with the revisions to Section III – Limits of Insurance to eliminate separate limits of insurance for each insured.	R
	Added Condition 11. When We Do Not Renew.	No change in coverage.	C
Section V – Definitions:			
○ Added:	Bodily injury	Used in the Employer's Liability Exclusion.	C
	Coverage term	Used in the insuring agreement and elsewhere to clarify how a multi-year policy applies.	C
	Electronic data	Used in Electronic Data Exclusion and definition of "property damage".	C
	Employee	Used in the Employer's Liability Exclusion and Section II – Who is An Insured.	C
	Executive Officer	Used in Section II – Who is An Insured.	C
	Leased worker	Used in the definition of "employee".	C
	Personal injury	Used in the Personal Injury or Property Damage Exclusion	C
	Pollutant	Used in conjunction with the new exclusion of pollutants.	R
	Professional incident	Added to encapsulate what activities giving rise to injury are insured.	C

MISCELLANEOUS PROFESSIONAL LIABILITY COVERAGE FORM

PA 123 08 07 – DESCRIPTION OF REVISIONS

Section	Revision	Effect	Broadening Restriction Clarification
	Property damage	Used in the Personal Injury or Property Damage Exclusion	C
	Temporary worker	Used in definition of “employee”	C
	Workplace	Used within the revised Employer’s Liability exclusion.	C
○ Revised:	Professional incident by linking all related “professional incidents” in rendering or failing to render “professional services” to the same person or organization as one “professional incident”.	Clarification of coverage intent.	C
	Professional services	Deleted “Profession” (i.e., formerly “Profession or professional services” means ...’	C
	Suit	Matches latest ISO standards. No change in coverage.	C

DENTIST'S PROFESSIONAL LIABILITY OCCURRENCE COVERAGE FORM

PA 128 08 07 – DESCRIPTION OF REVISIONS

Section	Revision	Effect	Broadening Restriction Clarification
Section I – Coverage:			
• Insuring Agreement:	Added reference that “damages” must be payable <u>due to injury caused</u> by a “dental incident”.	Clarifies that “damages” are payable because of an injury caused by a “dental incident”, not because of a “dental incident” alone.	C
	Revised paragraph b. to: (1) Clarify that the policy responds to injuries caused by a “dental incident”, not a “dental incident” alone; and (2) Require that the injury occur during the policy period.	No change in coverage. Merely brings form into compliance with common format regimen.	C
• Exclusions:			
○ Added:	Aircraft, Auto or Watercraft	Added to reinforce that such exposures are not insured under this coverage form.	C
	Asbestos Exclusion	Eliminates coverage for liability arising from the presence of asbestos.	R
	Discrimination Exclusion	Eliminates coverage for non-employment related acts of discrimination.	R
	Nuclear Exclusion	Eliminates coverage for liability arising from the hazardous properties of nuclear material. Such liability is typically excluded in all coverage forms by the insurance industry.	R
	War Exclusion	Industry standard exclusion for liability arising from war and war like actions.	R
○ Deleted:	Expected or Intended Injury Exclusion	Deleted as an exclusion addressing injury arising from intentional acts is not appropriate in a medical malpractice form.	B
• Supplementary payments	We are revising the Supplementary Payments Section to more explicitly	Clarifies intent of the Coverage Form.	C

DENTIST'S PROFESSIONAL LIABILITY OCCURRENCE COVERAGE FORM

PA 128 08 07 – DESCRIPTION OF REVISIONS

Section	Revision	Effect	Broadening Restriction Clarification
	express underwriting intent. The intent of the provision "all costs taxed against the insured" is to provide coverage for <u>court</u> costs taxed against the insured and not to provide coverage for the plaintiff's attorneys' fees or expenses taxed against the insured. There is no impact on coverage.		
Section II – Who Is An Insured:	Added last paragraph, per ISO's Hospital Professional Liability Coverage Form PR 00 03 12 97, to preclude coverage for unnamed partnerships, joint ventures or limited liability companies.	No change in coverage.	C
Section IV – Conditions:	Revised Condition 2. Duties in the Event of..., to refer to Dental Incident in the title in lieu of "Act, Omission".	No change in coverage.	C
	Revised Condition 6. Other Insurance to be purely excess, except with respect to coverage written specifically to be excess of this insurance.	No effect on the insured. Puts our layer of coverage excess of any others available to the insured, except that written specifically as excess of our form (i.e., an umbrella or excess policy scheduling our policy).	C
Section V – Definitions:			
<ul style="list-style-type: none"> ○ Revised: 	Dental incident by: <ol style="list-style-type: none"> 1. Linking coverage to both providing and <u>failing to provide</u> "professional services", in lieu of just <u>furnishing</u> them; and 2. Replacing the last paragraph (now b.) with 	No change in intended coverage. Only serves to clarify intent.	C

DENTIST'S PROFESSIONAL LIABILITY OCCURRENCE COVERAGE FORM

PA 128 08 07 – DESCRIPTION OF REVISIONS

Section	Revision	Effect	Broadening Restriction Clarification
	<p>language that links all related “dental incidents” as on single “dental incident” for the purpose of determining coverage. The main difference is:</p> <ul style="list-style-type: none"> a. De-linking the definition from the earliest “coverage term” in which such an incident occurs, as the insuring agreement does this by putting coverage in, and only in, the first “coverage term” in which the first injury from a “dental incident” occurs; and b. Also referencing acting as an instructor of dentistry and as a member of a professional board or committee. 		

COSMETOLOGY OR BARBERING SCHOOL PROFESSIONAL LIABILITY COVERAGE

FORM PA 132 08 07 – DESCRIPTION OF REVISIONS

Section	Revision	Effect	Broadening Restriction Clarification
Section I – Coverage:			
• Exclusions:			
○ Added:	Abuse or Molestation Exclusion	No change in coverage, as this merely builds in exclusion added by endorsement, PA 316 to all policies.	C
	Aircraft, Auto or Watercraft Exclusion	Excludes liability arising from Aircraft, Autos or Watercraft	C
	Asbestos Exclusion	Excludes liability arising from the presence of asbestos.	R
	Dishonest, Criminal or Malicious Acts Exclusion	Adds exclusion for exposures generally deemed uninsurable as a matter of public policy.	R
	Employer's Liability Exclusion	Excludes liability arising from injury to an employee of the insured sustained in the workplace or while performing duties related to the insured's business.	R
	Nuclear Exclusion	Eliminates coverage for liability arising from the hazardous properties of nuclear material. Such liability is typically excluded in all coverage forms by the insurance industry.	R
	Pollutant Exclusion	Industry standard exclusion of liability arising from the release of pollutants.	R
	War Exclusion	Industry standard exclusion for liability arising from war and war like actions.	R
	Workers' Compensation and Similar Laws Exclusion	Industry standard exclusion for exposures insured elsewhere.	C
• Supplementary payments:	We are revising the Supplementary Payments Section to more explicitly express underwriting intent. The intent of the provision "all costs taxed against the insured" is to provide coverage for court	Clarifies intent of the Coverage Form.	C

COSMETOLOGY OR BARBERING SCHOOL PROFESSIONAL LIABILITY COVERAGE

FORM PA 132 08 07 – DESCRIPTION OF REVISIONS

Section	Revision	Effect	Broadening Restriction Clarification
	costs taxed against the insured and not to provide coverage for the plaintiff's attorneys' fees or expenses taxed against the insured. There is no impact on coverage.		
	Replaced paragraph d. with the latest language regarding prejudgment interest from our CGL form.	Clarifies that the amount of prejudgment interest we owe is that calculated on the amount of the judgment that falls within our limit of insurance. No change in coverage.	C
Section II – Who Is An Insured:	Added paragraph e. to include Trusts and their trustees as insureds.	Industry standard language.	B
Section III – Limits of Insurance:	Replaced the last paragraph with a reference to the “coverage term”.	No change in coverage, limits apply separately to each annual term.	C
Section IV – Conditions:	Added Condition 4. Liberalization.	Broadening features for which no charge is made in subsequent editions of the form are automatically included in previous editions still in force.	B
	Added Condition 5. Multi-Year Policies	Clarifies that rates may change at anniversary. No change in coverage.	C
	Revised Condition 6. Other Insurance to be purely excess, except with respect to coverage written specifically to be excess of this insurance.	No effect on the insured. Puts our layer of coverage excess of any others available to the insured, except that written specifically as excess of our form (i.e., an umbrella or excess policy scheduling our policy).	C
	Revised Condition 7. Premium Audit by: 1) Specifying the due date for audit premiums; and 2) Clarifying when return premiums or additional premiums are generated.	No effect on coverage.	C
Section V –			

COSMETOLOGY OR BARBERING SCHOOL PROFESSIONAL LIABILITY COVERAGE

FORM PA 132 08 07 – DESCRIPTION OF REVISIONS

Section	Revision	Effect	<u>Broadening</u> <u>Restriction</u> <u>Clarification</u>
Definitions:			
○ Added:	Advertisement	Used in conjunction with the definition of personal and advertising injury.	C
	Coverage term	Used in the insuring agreement and elsewhere to clarify how a multi-year policy applies.	C
	Electronic Data	Used in conjunction with the revised definition of “property damage”.	C
	Personal and advertising injury	Replaces separate definitions of personal injury and advertising injury.	C
	Pollutant	Used in conjunction with the new exclusion of pollutants.	R
	Workplace	Used in conjunction with the new exclusion of employer’s liability.	R
○ Revised:	Property damage to clarify that electronic data is not considered tangible property, per latest ISO standards.	No change in coverage.	C

**ARKANSAS
DIVISION SEVEN - PROFESSIONAL LIABILITY
FORMS MEMORANDUM**

NEW FORM	OLD FORM	TITLE/DESCRIPTION OF CHANGE
APPLICATIONS:		
CA 1082 08 07	CA-1082 (3/06)	LAWYER'S PROFESSIONAL LIABILITY APPLICATION The Fraud Warning was revised. Added a statement to indicate that the application is attached to the policy.
LC 1070 09 07	LC 1070 08 07	PROFESSIONAL LIABILITY APPLICATION (PODIATRISTS) Added references to Coverage A - Individual Professional Liability and Coverage B - Business Entity Professional Liability.
MP 1007 08 07	MP-1007 (1/98)	REAL ESTATE ERRORS AND OMISSIONS APPLICATION "Each claim" was revised to "each professional incident". The Fraud Warning was revised.
MP 1010 08 07	MP-1010 (7/00)	INSURANCE AGENTS AND BROKERS ERRORS AND OMISSIONS APPLICATION Added reference to employed and non-employed solicitors. "Each claim" was revised to "each wrongful act". The Fraud Warning was revised.
PA 002 08 07	PA-002 (4/03)	MEDICAL PROFESSIONAL LIABILITY APPLICATION Questions 3., 5. and 6. were revised. (Added references to Coverage A - Individual Professional Liability and Coverage B - Business Entity Professional Liability.) The Fraud Warning was revised.
PA 009 08 07	PA-009 (1/98)	TRAVEL AGENTS ERRORS AND OMISSIONS APPLICATION Under question 17., "each occurrence" was revised to "each incident". The Fraud Warning was revised.
PA 010 08 07	PA-010 (1/00)	COSMETOLOGY OR BARBERING SCHOOL PROFESSIONAL LIABILITY SUPPLEMENTAL APPLICATION Added questions 4. and 13. The Fraud Warning was revised.
PA 016 08 07	PA-016 (10/01)	RELIGIOUS INSTITUTIONS WRONGFUL ACTS QUESTIONNAIRE Under question 1., reference to "tail coverage" was revised to "extended reporting period coverage". Under question 8., reference was added to "each claim/aggregate". The Fraud Warning was revised.
PA 435 08 07	PA 435 12 05	DENTIST'S PROFESSIONAL LIABILITY RENEWAL QUESTIONNAIRE Added 500/500 limit option. The Fraud Warning was revised.
PP 001 08 07	PP-001 (1/98)	NURSE'S PROFESSIONAL LIABILITY APPLICATION "Each claim" was revised to "each medical incident". The

Fraud Warning was revised.

NEW FORM	OLD FORM	TITLE/DESCRIPTION OF CHANGE
COVERAGE FORMS:		
PA 101 08 07	PA 101 05 06	NURSE'S PROFESSIONAL LIABILITY POLICY
PA 102 08 07	PA 102 08 02	NURSE'S PROFESSIONAL LIABILITY POLICY DECLARATIONS Added officers' signatures.
PA 104 08 07	PA 104 10 01	TRAVEL AGENTS ERRORS AND OMISSIONS INSURANCE COVERAGE FORM
PA 105 08 07	PA 105 01 86	LAWYER'S PROFESSIONAL LIABILITY COVERAGE FORM
PA 106 08 07	PA 106 01 86	MEDICAL ARTS PRACTITIONER PROFESSIONAL LIABILITY COVERAGE FORM
PA 107 08 07	PA 107 12 92	ANIMAL SERVICES PROFESSIONAL LIABILITY COVERAGE FORM
PA 108 08 07	PA 108 01 00	COSMETOLOGISTS AND BARBERS PROFESSIONAL LIABILITY COVERAGE FORM
PA 110 08 07	PA 110 12 99	CONDOMINIUM OR HOMEOWNERS ASSOCIATIONS WRONGFUL ACTS COVERAGE FORM
PA 111 08 07	PA 111 01 86	COUNTY RECORDER AND / OR COUNTY CLERK'S ERRORS AND OMISSIONS INSURANCE COVERAGE FORM
PA 112 08 07	PA 112 12 99	RELIGIOUS INSTITUTIONS WRONGFUL ACTS COVERAGE FORM
PA 113 08 07	PA 113 05 87	EMERGENCY MEDICAL TECHNICIAN PROFESSIONAL LIABILITY COVERAGE FORM
PA 114 08 07	PA 114 06 93	MEDICAL INSTITUTION PROFESSIONAL LIABILITY COVERAGE FORM
PA 115 08 07	PA 115 04 91	INSURANCE AGENTS ERRORS AND OMISSIONS INSURANCE COVERAGE FORM
PA 116 08 07	PA 116 03 03	CLERGY / COUNSELORS PROFESSIONAL LIABILITY COVERAGE FORM
PA 117 08 07	PA 117 05 92	PRINTERS ERRORS AND OMISSIONS INSURANCE COVERAGE FORM
PA 118 08 07	PA 118 07 95	REAL ESTATE ERRORS AND OMISSIONS INSURANCE COVERAGE FORM
PA 120 08 07	PA 120 10 01	PEDORTHISTS PROFESSIONAL LIABILITY

NEW FORM	OLD FORM	TITLE/DESCRIPTION OF CHANGE
PA 122 08 07	PA 122 07 87	NURSE'S PROFESSIONAL LIABILITY COVERAGE FORM
PA 123 08 07	PA 123 06 94	MISCELLANEOUS PROFESSIONAL LIABILITY COVERAGE FORM
PA 128 08 07	PA 128 09 04	DENTIST'S PROFESSIONAL LIABILITY OCCURRENCE COVERAGE FORM
PA 132 08 07	PA 132 01 00	COSMETOLOGY OR BARBERING SCHOOL PROFESSIONAL LIABILITY COVERAGE FORM
PA 205 08 07	PA 205 05 00	DEPARTMENT OF PROFESSIONAL REGULATION (DPR) COVERAGE The coverage provided is now labeled as Coverage C. and is incorporated into Section I - Coverages of the Dentist Professional Liability Coverage Form instead of an addition to Supplementary Payments. Added the definition of "investigation expenses".
PA 206 08 07	PA 206 04 98	MEDICAL WASTE DEFENSE EXPENSES REIMBURSEMENT COVERAGE The coverage provided is now labeled as Coverage D. and is incorporated into Section I - Coverages of the Dentist Professional Liability Coverage Form. The Duties in the Event of Claim Condition was renamed Duties in the Event of Civil Suit.
PA 207 08 07	PA 207 01 00	ELECTROLYSIS COVERAGE Item references were renumbered and relettered to coincide with revisions made to the Coverage Parts.
PA 208 08 07	PA 208 02 06	STATE BOARD OF VETERINARY MEDICAL EXAMINERS (SBVME) SUPPLEMENTARY PAYMENTS COVERAGE Added the following for clarification: "reasonable" fees and expenses "incurred with our prior written consent". Annual period revised to "coverage term". Clarified that "regardless of the number of insureds", the most we will pay is \$10,000.
PA 320 08 07	-----	EXCLUSION - BUSINESS ENTITY PROFESSIONAL LIABILITY COVERAGE (COVERAGE B)
PA 321 08 07	-----	OPTOMETRISTS AMENDATORY ENDORSEMENT
PA 4051 08 07	-----	BLOOD BANK PROFESSIONAL LIABILITY ENDORSEMENT
PA 4054 08 07	-----	DIAGNOSTIC TESTING LABORATORIES PROFESSIONAL LIABILITY ENDORSEMENT
PA 4055 08 07	-----	PRIOR ACTS COVERAGE ENDORSEMENT (Animal Services; Clergy/Counselors; and Miscellaneous Professional)

NEW FORM	OLD FORM	TITLE/DESCRIPTION OF CHANGE
PA 4056 08 07	-----	PRIOR ACTS COVERAGE ENDORSEMENT (Cosmetologists/Barbers; and Cosmetology/Barbering School Professional)
PA 4057 08 07	-----	PRIOR ACTS COVERAGE ENDORSEMENT (County Recorder/County Clerk's E&O; and Teacher's Professional)
PA 4058 08 07	-----	PRIOR ACTS COVERAGE ENDORSEMENT (EMT Professional)
PA 4059 08 07	-----	PRIOR ACTS COVERAGE ENDORSEMENT Health Care Facility; Medical Institution; and Nurse's Professional)
PA 4060 08 07	-----	PRIOR ACTS COVERAGE ENDORSEMENT Insurance Agents; and Printers E&O
PA 4061 08 07	-----	PRIOR ACTS COVERAGE ENDORSEMENT Medical Arts Practitioner Professional)
PA 4062 08 07	-----	PRIOR ACTS COVERAGE ENDORSEMENT (Lawyer's Professional)
PA 4063 08 07	-----	PRIOR ACTS COVERAGE ENDORSEMENT (Real Estate E&O)
PA 4064 08 07	-----	AMENDMENT - COMBINED AGGREGATE LIMIT OF INSURANCE
PA 407 AR 02 08	PA 407 AR 02 88	ARKANSAS POLICY CHANGES Amended title of form and add additional Coverage Forms to the endorsement. Removed wording for CONDITIONS, this is now covered in the form for Lawyers Professional.
PA 413 02 98	PA 413 08 89	PROFESSIONAL LIABILITY - SEPARATE LIMITS OF INSURANCE FOR DESIGNATED INSURED Amended the title from "Named Insured Endorsement" for purposes of clarification.
PA 421 08 07	PA 421 10 93	DENTIST'S PROFESSIONAL PRIOR ACTS OR OMISSIONS EXTENSION The form has been revised to reference the particular SECTIONS of the Coverage Form.
PA 423 08 07	PA 423 04 91	SALE OF SECURITIES, MUTUAL FUNDS AND FINANCIAL PLANNING SERVICES ENDORSEMENT The form has been revised to reference the particular SECTIONS of the Coverage Form.

NEW FORM	OLD FORM	TITLE/DESCRIPTION OF CHANGE
PA 499 08 07	PA 499 09 00	CORRECTION OF WORK ENDORSEMENT "Each Claim Limit" was revised to "Each Wrongful Act Limit". Added references to newly defined terms "coverage term" and "interrelated injury".
PA 504 08 07	PA 504 10 01	TRAVEL AGENTS ERRORS AND OMISSIONS INSURANCE COVERAGE PART DECLARATIONS Deleted "Location (address)" box. Added "Premium Base" and "Rate" columns.
PA 504E 08 07	PA 504E 10 01	TRAVEL AGENTS ERRORS AND OMISSIONS INSURANCE COVERAGE PART ENDORSEMENT Deleted "Location (address)" box. Added "Premium Base" and "Rate" columns.
PA 505 08 07	PA 505 08 92	LAWYER'S PROFESSIONAL LIABILITY COVERAGE PART DECLARATIONS Added Limits of Insurance for Disciplinary Proceedings and Loss of Earnings.
PA 505E 08 07	PA 505E 08 92	LAWYER'S PROFESSIONAL LIABILITY COVERAGE PART ENDORSEMENT Added Limits of Insurance for Disciplinary Proceedings and Loss of Earnings.
PA 506 08 07	PA 506 03 94	MEDICAL ARTS PRACTITIONER PROFESSIONAL LIABILITY COVERAGE PART DECLARATIONS Added "Medical Arts Practitioner" to the title. Added Limits of Insurance for Coverage A and Coverage B. Added "Premium Base" and "Rate" columns.
PA 506E 08 07	PA 506E 03 94	MEDICAL ARTS PRACTITIONER PROFESSIONAL LIABILITY COVERAGE PART ENDORSEMENT Added "Medical Arts Practitioner" to the title. Added Limits of Insurance for Coverage A and Coverage B. Added "Premium Base" and "Rate" columns.
PA 507 08 07	PA 507 01 93	ANIMAL SERVICES PROFESSIONAL LIABILITY COVERAGE PART DECLARATIONS "Each Claim Limit" was revised to "Each Incident Limit".
PA 507E 08 07	PA 507E 01 93	ANIMAL SERVICES PROFESSIONAL LIABILITY COVERAGE PART ENDORSEMENT "Each Claim Limit" was revised to "Each Incident Limit".
PA 510 08 07	PA 510 03 96	CONDOMINIUM OR HOMEOWNERS ASSOCIATIONS WRONGFUL ACTS COVERAGE PART DECLARATIONS Added "Prior and/or Pending Date".
PA 510E 08 07	PA 510E 03 96	CONDOMINIUM OR HOMEOWNERS ASSOCIATIONS WRONGFUL ACTS COVERAGE ENDORSEMENT Added "Prior and/or Pending Date".

NEW FORM	OLD FORM	TITLE/DESCRIPTION OF CHANGE
PA 513 08 07	PA 513 07 02	EMERGENCY MEDICAL TECHNICIAN PROFESSIONAL LIABILITY COVERAGE PART DECLARATIONS Deleted "Location (address)" box. "Each Claim Limit" was revised to "Each Incident Limit".
PA 513E 08 07	PA 513E 07 02	EMERGENCY MEDICAL TECHNICIAN PROFESSIONAL LIABILITY COVERAGE PART ENDORSEMENT Deleted "Location (address)" box. "Each Claim Limit" was revised to "Each Incident Limit".
PA 514 08 07	PA 514 01 92	MEDICAL INSTITUTION PROFESSIONAL LIABILITY COVERAGE PART DECLARATIONS Titled amended from "Hospital" to "Medical Institution". Under Premium basis column, added "donation".
PA 514E 08 07	PA 514E 01 92	MEDICAL INSTITUTION PROFESSIONAL LIABILITY COVERAGE PART ENDORSEMENT Titled amended from "Hospital" to "Medical Institution". Under Premium basis column, added "donation".
PA 516 08 07	PA 516 03 03	CLERGY / COUNSELORS PROFESSIONAL LIABILITY COVERAGE PART DECLARATIONS "Each Claim Limit" was revised to "Each Incident Limit".
PA 516E 08 07	PA 516E 03 03	CLERGY / COUNSELORS PROFESSIONAL LIABILITY COVERAGE PART ENDORSEMENT "Each Claim Limit" was revised to "Each Incident Limit".
PA 522 08 07	PA 522 01 92	NURSE'S PROFESSIONAL LIABILITY COVERAGE PART DECLARATIONS Deleted "Location (address)" box. Added "Premium Base" and "Rate" columns.
PA 522E 08 07	PA 522E 01 92	NURSE'S PROFESSIONAL LIABILITY COVERAGE PART ENDORSEMENT Deleted "Location (address)" box. Added "Premium Base" and "Rate" columns.
PA 523 08 07	PA 523 01 92	MISCELLANEOUS PROFESSIONAL LIABILITY COVERAGE PART DECLARATIONS Deleted "Location (address)" box. "Each Claim Limit" was revised to "Each Incident Limit".
PA 523E 08 07	PA 523E 01 92	MISCELLANEOUS PROFESSIONAL LIABILITY COVERAGE PART ENDORSEMENT Deleted "Location (address)" box. "Each Claim Limit" was revised to "Each Incident Limit".
PA 527 08 07	PA 527 06 96	RELIGIOUS INSTITUTIONS WRONGFUL ACTS COVERAGE PART DECLARATIONS Added "Prior and/or Pending Date".

NEW FORM	OLD FORM	TITLE/DESCRIPTION OF CHANGE
PA 527E 08 07	PA 527E 06 96	RELIGIOUS INSTITUTIONS WRONGFUL ACTS COVERAGE PART ENDORSEMENT Added "Prior and/or Pending Date".
PA 532 08 07	-----	COUNTY RECORDER AND / OR COUNTY CLERK'S ERRORS AND OMISSIONS INSURANCE COVERAGE PART DECLARATIONS
PA 532E 08 07	-----	COUNTY RECORDER AND / OR COUNTY CLERK'S ERRORS AND OMISSIONS INSURANCE COVERAGE PART ENDORSEMENT
PA 533 08 07	-----	INSURANCE AGENTS ERRORS AND OMISSIONS INSURANCE COVERAGE PART DECLARATIONS
PA 533E 08 07	-----	INSURANCE AGENTS ERRORS AND OMISSIONS INSURANCE COVERAGE PART ENDORSEMENT
PA 534 08 07	-----	PRINTERS ERRORS AND OMISSIONS INSURANCE COVERAGE PART DECLARATIONS
PA 534E 08 07	-----	PRINTERS ERRORS AND OMISSIONS INSURANCE COVERAGE PART ENDORSEMENT
PA 535 08 07	-----	REAL ESTATE ERRORS AND OMISSIONS INSURANCE COVERAGE PART DECLARATIONS
PA 535E 08 07	-----	REAL ESTATE ERRORS AND OMISSIONS INSURANCE COVERAGE PART ENDORSEMENT
PA 907 08 07	PA 907 01 92	WRONGFUL ACTS COVERAGE SUPPLEMENTAL ENDORSEMENT Amended "D&O Liability" to "Wrongful Acts".
PA 908 08 07	PA 908 01 92	WRONGFUL ACTS COVERAGE AMENDMENT Amended "D&O Liability" to "Wrongful Acts".
PA 909 08 07	PA 909 01 92	WRONGFUL ACTS COVERAGE SCHEDULE Amended "D&O Liability" to "Wrongful Acts".
PA 910 08 07	PA 910 01 92	MEDICAL INSTITUTION PROFESSIONAL LIABILITY COVERAGE SUPPLEMENTAL ENDORSEMENT Amended "Hospital" to "Medical Institution".
PA 911 08 07	PA 911 01 92	MEDICAL INSTITUTION PROFESSIONAL LIABILITY COVERAGE AMENDMENT Amended "Hospital" to "Medical Institution".
PA 918 08 07	PA 918 08 94	MEDICAL INSTITUTION PROFESSIONAL LIABILITY COVERAGE SCHEDULE Amended "Hospital" to "Medical Institution".

The following forms are to be withdrawn.

NEW FORM	OLD FORM	TITLE/DESCRIPTION OF CHANGE
-----	PA 127 07 95	DENTIST'S PROFESSIONAL LIABILITY CLAIMS-MADE COVERAGE FORM The claims-made coverage form is no longer used.
-----	PA 202 10 97	PROFESSIONAL SERVICES INDEPENDENT CONTRACTORS The form is no longer used.
-----	PA 301 07 95	EXCLUSION - LEAD LIABILITY The exclusion is now built into the Real Estate Errors and Omissions Insurance Coverage Form (PA 118).
-----	PA 310 03 02	FUNGI OR BACTERIA EXCLUSION The exclusion is now built into the Real Estate Errors and Omissions Insurance Coverage Form (PA 118).
-----	PA 312 01 03	FINES, PENALTIES PUNITIVE, EXEMPLARY, MULTIPLIED OR UNINSURABLE DAMAGES EXCLUSION The exclusion is now built into the Health Care Facility Professional Liability Coverage Form (PA 126).
-----	PA 314 03 04	EMPLOYMENT-RELATED PRACTICES EXCLUSION The exclusion is now built into the Condo/Homeowners Associations Wrongful Acts Coverage Form (PA 110) and the Religious Institutions Wrongful Acts Coverage Form (PA 112).
-----	PA 315 11 04	ABUSE OR MOLESTATION EXCLUSION The exclusion is now built into the coverage forms.
-----	PA 316 11 04	ABUSE OR MOLESTATION EXCLUSION The exclusion is now built into the coverage forms.
-----	PA 317 11 04	ABUSE OR MOLESTATION EXCLUSION The exclusion is now built into the Lawyer's Professional Liability Coverage Form (PA 105).
-----	PA 403 07 87	PRIOR ACTS OR OMISSIONS EXTENSION ENDORSEMENT The form is no longer used.
-----	PA 404 01 87	RESIDENT - INTERN - FELLOW ENDORSEMENT The form is no longer used.
-----	PA 434 09 93	EXTENDED REPORTING PERIOD AMENDMENT The Dentist's Professional Liability Claims-Made Coverage Form is no longer used.
-----	PA 436 09 93	EXCLUSION OF COVERAGE FOR SPECIFIC CLAIMANTS The Dentist's Professional Liability Claims-Made Coverage Form is no longer used.

NEW FORM	OLD FORM	TITLE/DESCRIPTION OF CHANGE
-----	PA 438 09 93	REDUCTION OF LIMITS OF INSURANCE The Dentist's Professional Liability Claims-Made Coverage Form is no longer used.
-----	PA 439 09 93	LIMITS OF INSURANCE FOR PRIOR DENTAL INCIDENTS The Dentist's Professional Liability Claims-Made Coverage Form is no longer used.
-----	PA 444 06 96	PRIOR ACTS OR OMISSIONS - ERRORS AND OMISSIONS OR PROFESSIONAL This form is being replaced by coverage specific forms PA 4055 thru PA 4063.
-----	PA 458 AR 08 94	ARKANSAS CHANGES (We are withdrawing all Dentist Claims-Made forms.)
-----	PA 494 10 99	PATHOLOGISTS AND RADIOLOGISTS AS INSURED Coverage is now provided by Coverage B - Business Entity Professional Liability.
-----	PA 495 10 99	AMENDMENT - COMBINED AGGREGATE LIMIT OF INSURANCE Coverage is now provided by Coverage B - Business Entity Professional Liability.
-----	PA 515 08 92	ERRORS AND OMISSIONS INSURANCE COVERAGE PART DECLARATIONS This form is being replaced by coverage specific declarations pages.
-----	PA 515E 08 92	ERRORS AND OMISSIONS INSURANCE COVERAGE PART ENDORSEMENT This form is being replaced by coverage specific endorsements.
-----	PA 525 01 97	DENTIST'S PROFESSIONAL LIABILITY COVERAGE PART DECLARATIONS (CLAIMS-MADE) The Dentist's Professional Liability Claims-Made Coverage Form is no longer used.
-----	PA 525E 01 97	DENTIST'S PROFESSIONAL LIABILITY COVERAGE PART ENDORSEMENT (CLAIMS-MADE) The Dentist's Professional Liability Claims-Made Coverage Form is no longer used.